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ASR Constructors, Inc., a California corporation,
Another Meridian Company, LLC, a California limited liability company,
and Inland Machinery, Inc., a California corporation

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

In re
ASR CONSTRUCTORS, INC., a
California corporation,
Debtor.

Case No. 6:13-bk-25794-MH
Chapter 11

Jointly Administered with:
Case No. 6:13-bk-27529-MH
Case No. 6:13-bk-27532-MH

In re
ANOTHER MERIDIAN COMPANY, LLC, a
California limited liability company,
Debtor.

**SECOND AMENDED DISCLOSURE
STATEMENT FOR SECOND AMENDED
CHAPTER 11 LIQUIDATING PLAN
JOINTLY PROPOSED BY THE
DEBTORS**

In re
INLAND MACHINERY, INC., a
California corporation,
Debtor.

**Hearing on Approval of the
Disclosure Statement:**
Date: May 19, 2015
Time: 2:00 p.m.
Place: Courtroom 303
3420 Twelfth Street
Riverside, CA 92501

Affects:

- ☒ All Debtors.
☐ ASR Constructors, Inc.
☐ Another Meridian Company, LLC
☐ Inland Machinery, Inc.

**Hearing on Confirmation of the
Liquidating Plan:**
Date: To Be Set
Time: To Be Set
Place: Courtroom 303
3420 Twelfth Street
Riverside, CA 92501

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I. INTRODUCTION

A. Background Information

ASR¹ filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on September 20, 2013, Case No. 6:13-bk-25794-MH.

Meridian and Inland each filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on October 23, 2013. Meridian is Case No. 6:13-bk-27529-MH and Inland is Case No. 6:13-bk-27532-MH.

The Debtors are each continuing in possession of their property, and operating and managing their respective business, as debtors in possession pursuant to Bankruptcy Code Sections 1107 and 1108.

Pursuant to Court order entered on November 1, 2013 (docket 72), the Debtors' Chapter 11 cases are being jointly administered.

The Bankruptcy Code requires that, at the time when the Plan is delivered to Creditors, the Plan be accompanied by a Disclosure Statement. The purpose of a Disclosure Statement is to provide information of a kind, and in sufficient detail, so far as is reasonably practicable in light of the nature and history of the Debtors and the condition of the Debtors' books and records, to enable a typical Creditor to make an informed judgment about the Plan and to enable such Creditor to determine whether it is in his best interest to vote for (accept) or against (reject) the Plan.

**THE DOCUMENT YOU ARE READING IS THE
DISCLOSURE STATEMENT FOR THE PLAN**

Chapter 11 of the Bankruptcy Code allows debtors, and under some circumstances, creditors and other parties in interest, to propose a Chapter 11 plan. The plan may provide for debtors to reorganize by continuing to operate, to liquidate by selling assets of the Estate, or a combination of both. The Debtors are jointly proposing the Plan sent forth herein.

¹ The definitions of the capitalized terms used in this document are contained in Section II.

1 This Disclosure Statement contains a description of the Plan and other information
2 relevant to the decision whether to vote to accept the Plan. The Debtors encourage you to read
3 this Disclosure Statement because it contains important information concerning the history of the
4 Debtors' business operations, their financial affairs, their assets and liabilities, and it sets forth a
5 summary of Plan terms.

6 This Disclosure Statement, including the schedules and exhibits attached hereto, is the
7 only document authorized by the Court to solicit votes for or against the Plan. Most statements
8 and financial information herein about the Debtors have been obtained from documents and
9 information prepared by or on behalf of the Debtors.

10 The statements contained herein are made as of the date this Disclosure Statement is
11 signed below unless another time is specified. The delivery or filing of this Disclosure Statement
12 does not constitute a representation that there has been no change in the information set forth in
13 this Disclosure Statement and the materials relied upon in preparation of this Disclosure
14 Statement after the date signed below.

15 Nothing contained herein shall constitute an admission of any fact or liability by any
16 party. THE DEBTORS RESERVE THE RIGHT TO AMEND OR UPDATE ANY PORTION
17 OF THIS DISCLOSURE STATEMENT PRIOR TO THE CONFIRMATION HEARING.

18 **B. Summary of the Plan**

19 The Plan is a liquidating plan. The purpose of the Plan is to orderly liquidate, collect and
20 maximize the Cash value of the remaining assets of the Debtors and make distributions in respect
21 of any Allowed Claims against the Debtors' Estates. Because there are competing liens and
22 claims against the Debtors' assets some of which are the subject of the Gotte Avoidance Action,
23 Plan Distributions to General Unsecured Claims cannot be made until the Gotte Avoidance
24 Action is resolved either through a settlement or Court order. As such, the Plan provides that
25 upon the Effective Date, the property of the Debtors' Estates shall vest in each of the Debtors
26 and, in accordance with the Plan, be transferred to a Creditors' Trust for each of the Debtors'
27 Estates which will be managed separately by the Disbursing Agent. The Disbursing Agent will
28 (i) wind down and complete the remaining ASR projects, (ii) liquidate the remaining real

property owned by Meridian and (iii) liquidate the remaining equipment owned by Inland using the same auction procedures that have been previously approved by the Court. The funds generated will be held in a Creditors' Trust for each Estate subject to the disputed liens in the Estates pending resolution of any and all Avoidance Actions, including the Gotte Avoidance Action, either through agreement by the parties to the litigation or further Court order.

By operation of law including Bankruptcy Code Section 541, the Causes of Action which are the subject of the Gotte Avoidance Action became property of the Debtors' Estates when their bankruptcy cases were filed. As such, in their capacity as debtors in possession for their respective Estates, the Debtors would be now the real parties in interest to prosecute those claims. However, the Debtors do not have unencumbered funds to prosecute the claims that are the subject of the Gotte Avoidance Action and also have concerns regarding the viability of the Causes of Action. Further, the Debtors believe that ultimately the issues raised in the Gotte Avoidance Action present a dispute between Gotte and Federal. Gotte desires to continue prosecution of the Gotte Avoidance Action as any benefit achieved in favor of the Debtors' Estate will benefit Gotte, one of the largest creditors of the ASR Estate. As such, under the Plan, prosecution and defense of the Gotte Avoidance Action will be transferred to and undertaken by Gotte. However, the Gotte Avoidance Action may be impacted in some way pending the outcome of the arbitration of ASR claims related to the Barstow Project. The outcome of the Barstow Project arbitration will directly impact the amount of Federal's Claim in the Estates and will dictate whether the more difficult question presented - if the Gotte Avoidance Action should be litigated. For example, if Federal's Claim amount is lower than expected, there may be unencumbered funds available and Gotte may not feel compelled to pursue the Causes of Action to avoid the Federal Pre-Petition Liens. On the other hand, Federal's Claim amount may be greater than the cash on hand in the Estates from all sources and thus there would be no Distribution to General Unsecured Claims absent success in the Gotte Avoidance Action. As such, Gotte has asserted that fixing Federal's Claim amount following the arbitration of the Barstow Project appears to be the first step which should take place - warranting abatement of the Gotte Avoidance Action for a short time. Federal disagrees with this. The parties are

continuing to discuss this and ultimately if no agreement is reached, the Court will decide as to whether and when the Gotte Avoidance Action will be prosecuted.

Under the Plan, the Disbursing Agent will use the Net Liquidation Proceeds to pay Allowed Claims in each of the Debtors' Estates separately as follows:

(i) Distribution on the Effective Date, or as soon as reasonably practicable thereafter, and dependent on the outcome of any litigation related to the Secured Claim of Federal, Cash to the holders of Allowed Administrative Expenses, in an amount equal to the Allowed amount of such Claims.

(ii) Distribution on the Effective Date, or as soon as reasonably practicable thereafter, and dependent on the outcome of any litigation related to the Secured Claim of Federal, Cash to the holders of Allowed Priority Tax Claims in an amount equal to the Allowed amount of such Claims, or alternatively, paid in full within five years of the Petition Date.

(iii) Distribution on the Effective Date, or as soon as reasonably practicable thereafter, and dependent on the outcome of any litigation related to the Secured Claim of Federal, Cash to the holders of Allowed Priority Non-Tax Claims, if any, in an amount equal to the Allowed amount of such Claims.

(iv) Distribution on the Effective Date, or as soon as reasonably practicable thereafter, and dependent on the outcome of any litigation related to the Secured Claim of Federal, to the holders of Allowed Secured Claims, at the option of the Disbursing Agent, as the case may be, of either:

a. Cash in an amount equal to one hundred percent (100%) of the unpaid amount of such Allowed Secured Claim,

b. The proceeds of the sale or disposition of the Collateral securing such Allowed Secured Claim, net of the costs of disposition of such Collateral,

c. The collateral securing such Allowed Secured Claim,

d. Such treatment that leaves unaltered the legal, equitable, and contractual rights to which the holder of such Allowed Secured Claim is entitled, or

e. Such other distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code,

(v) As soon as reasonably practicable after the Gotte Avoidance Action is resolved either through settlement or further Court order and funds are available, Distribution to the holders of Allowed General Unsecured Claims of their Pro Rata Share of the Net Liquidation Proceeds, subject to the following:

a. In the event that the Federal Pre-Petition Liens are avoided and set aside, the allowed amount, if any, of the Intercompany Claims owed to ASR by Meridian and Inland will be paid to ASR² and the funds received will be used to make Distributions to Allowed Claims of the ASR Estate. The Intercompany Claims will be subject to the same Claims objections procedures as other Claims against the Estates as set forth in Section III.H. of the Plan.

b. In the event that the Federal Pre-Petition Liens are upheld, and are in an amount greater than the amount of cash on hand from the sale of assets and/or the value of assets subject to the Federal Pre-Petition Lien, the Intercompany Claims shall not receive any Distributions under the Plan.

c. It is also possible that the outcome of the Gotte Avoidance Action will result in other remedies being imposed, including substantive consolidation of the Estates, equitable subordination of Federal's Claims, a finding of alter-ego, and other remedies each of which may result in the Claims of all Creditors of

² After taking into account the amounts owed between the companies the balance owed to ASR by Meridian is \$702,247.96, and the balance owed to ASR by Inland is \$181,530.24.

the Estates being paid from the Net Liquidation Proceeds on a pro rata basis without regard to the separate nature of each of the Estates.

(vi) The holders of Equity Interests shall not receive any Distributions under the Plan.

As the Federal Pre-Petition Liens are asserted against all three Debtors in an amount that is greater than the value of assets or cash generated from the sale of assets in each of the Debtors' Estates, the amount of Distribution to Creditors is dependent on the resolution of (1) any and all Avoidance Actions, (2) the sale of assets, (3) the completion of ASR's projects, and (4) the actual amount of the Federal Pre-Petition Liens. Any obligation of any Debtor and all guaranties thereof executed by one or more of the other Debtors shall be treated as a separate obligation of each Estate, and such guaranties shall be deemed a separate Claim against each of the Debtors for purposes of making Distributions. All joint obligations of two or more Debtors and all multiple Claims against such entities on account of such joint obligations shall be treated and allowed only as a separate Claim against each of the Debtors for the purposes of confirming and consummating the Plan, including but not limited to voting, confirmation, Distributions, and calculating post-confirmation quarterly fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930. Based on the foregoing, , the proceeds of the sale of assets of the Debtors will be held separately and Distributions to Allowed Claims will be made separately for each Estate, provided however, no Allowed Claim will receive total Distributions that exceeds the Allowed Claim amount or that would result in a duplicate recovery.

C. Confirmation of the Plan Is in the Best Interests of the Debtors and Their Creditors

The Plan reflects discussions held between the Debtors and its Creditors. The Debtors have determined that the Plan is the most practical means of providing maximum recoveries to Creditors. Alternatives to the Plan which have been considered and evaluated by the Debtors during the course of the Chapter 11 Cases include (i) liquidation of the Debtors' assets under

chapter 7 of the Bankruptcy Code³ and (ii) an alternative chapter 11 plan⁴. The Debtors' thorough consideration of these alternatives to the Plan has led them to conclude that the Plan, in comparison, provides a greater recovery to creditors on a more expeditious timetable and in a manner which minimizes inherent risks than any other course of action available to the Debtors.

IT IS THE OPINION OF THE DEBTORS THAT CONFIRMATION AND IMPLEMENTATION OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS' ESTATES AND CREDITORS. THEREFORE, THE DEBTORS RECOMMEND THAT CREDITORS VOTE TO ACCEPT THE PLAN.

A MORE COMPLETE DESCRIPTION OF THE PROVISIONS OF THE PLAN AND THE MEANS OF EFFECTUATING THE PLAN ARE LOCATED AT SECTION IV., BELOW.

³ If the Plan or any other chapter 11 plan for the Debtors cannot be confirmed under section 1129(a) of the Bankruptcy Code, the Chapter 11 Cases may be converted to cases under Chapter 7 of the Bankruptcy Code, in which event a trustee would be elected or appointed to liquidate any remaining assets of the Debtors for distribution to creditors pursuant to chapter 7 of the Bankruptcy Code. A Chapter 7 trustee, who would lack the Debtors' knowledge of their affairs, would be required to invest substantial time and resources to investigate the facts underlying the multitude of Claims filed against the Debtors' estates. If a trustee is appointed and the remaining assets of the Debtors are liquidated under chapter 7 of the Bankruptcy Code, all creditors holding Allowed Administrative Claims, Allowed Priority Tax Claims, and may receive Distributions of a lesser value on account of their Allowed Claims and likely would have to wait a longer period of time to receive such distributions than they would under the Plan. A liquidation under chapter 7 likely would result in smaller distributions made to creditors than that provided for in the Plan because of (i) additional administrative expenses involved in the appointment of a chapter 7 trustee and (ii) additional expenses and Claims, some of which would be entitled to priority, which would be generated during the chapter 7 liquidation.

⁴ If the Plan is not confirmed, the Debtors or any other party in interest (if the Debtors' exclusive period in which to file a chapter 11 plan has expired) could attempt to formulate an alternative chapter 11 plan which might provide for the liquidation of the Debtors' assets and the treatment of Claims other than as provided in the Plan. Because the Debtors do not have any ongoing operations, the Debtors believe that any alternative chapter 11 plan will necessarily be substantially similar to the Plan. Accordingly, the Debtors do not believe that a realistic alternative chapter 11 plan is likely or in the best interests of creditors.

1 **D. Purpose of this Document**

2 This Disclosure Statement does not purport to be a complete description of the financial
3 data pertaining to the Debtors' business and financial affairs, the applicable provisions of the
4 Bankruptcy Code, or any other matter which may be deemed significant by Creditors. Out of
5 practical necessity, this Disclosure Statement represents an attempt to summarize extensive
6 overall data, legal documents and legal principles, including provisions of the Bankruptcy Code,
7 and to set them forth in understandable, readable form.

8 **READ THIS DISCLOSURE STATEMENT CAREFULLY TO LEARN ABOUT:**

- 9 1. **WHO CAN VOTE OR OBJECT;**
10 2. **THE TREATMENT OF YOUR CLAIM (i.e., what your claim will receive if the**
11 **Plan is confirmed) AND HOW THIS TREATMENT COMPARES TO WHAT YOUR**
12 **CLAIM WOULD RECEIVE IN A LIQUIDATION;**
13 3. **THE HISTORY OF THE DEBTORS AND SIGNIFICANT EVENTS DURING**
14 **THE CASES;**
15 4. **WHAT THE COURT WILL LOOK AT TO DECIDE WHETHER TO**
16 **CONFIRM THE PLAN;**
17 5. **THE EFFECT OF CONFIRMATION; AND**
18 6. **WHETHER THE PLAN IS FEASIBLE.**

19 This Disclosure Statement cannot tell you everything about your rights. You should
20 consider consulting your own attorney and accountant to obtain advice on how the Plan will
21 affect you and what is the best course of action for you.

22 Any party can now solicit votes for or against the Plan. However, the statements and
23 conclusions set forth in this document are, unless otherwise noted, those of the Debtors. The
24 accuracy has not yet been determined by the Court and the Court may determine such accuracy
25 at the hearing regarding whether to confirm the Plan.

26 **E. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing**

27 **THE COURT HAS NOT YET CONFIRMED THE PLAN. IN OTHER WORDS,**
28 **THE TERMS OF THE PLAN ARE NOT YET BINDING ON ANYONE. HOWEVER, IF**

1 THE COURT LATER CONFIRMS THE PLAN, THEN THE PLAN WILL BE BINDING
2 ON ALL CREDITORS WITH ACTUAL OR CONSTRUCTIVE NOTICE IN THE CASE.

3 1. **Time and Place of the Confirmation Hearing**

4 ***** , 2015, at ***** ***** .m.
5 United States Bankruptcy Court
6 3420 Twelfth Street, Courtroom 303
7 Riverside, CA 92501

8 2. **Deadline for Voting for or Against the Plan**

9 If you are entitled to vote, it is in your best interest to vote timely on the enclosed Ballot
10 and return the Ballot in the enclosed envelope to:

11 **Attorneys for the Debtors:**

12 James C. Bastian, Esq.
13 Melissa Davis Lowe, Esq.
14 SHULMAN HODGES & BASTIAN LLP
15 100 Spectrum Center Drive, Suite 600
16 Irvine, California 92618
17 Telephone: 949-340-3400; Facsimile: 949-340-3000
18 Email: jbastian@shbllp.com; mlowe@shbllp.com

19 Service of the Ballot may be made via email, facsimile, personal delivery or United
20 States Mail, First Class, such that is received by the Voting Deadline Your Ballot must be
21 received by the Voting Deadline or it will not be counted. Since mail delays may occur, and
22 because time is of the essence, it is important that Ballots be mailed well in advance of the
23 Voting Deadline. Failure to deliver a properly completed ballot by the Voting Deadline will
24 result in the Ballot not being counted as an acceptance or a rejection. Any improperly completed
25 or late Ballot will not be counted.

26 3. **Deadline for Objecting to the Confirmation of the Plan**

27 Objections to the confirmation of the Plan must be filed with the Court and served upon
28 the following by ***** , 2015, at 5:00 P.M. California time :

29 **Attorneys for the Debtors:**

30 James C. Bastian, Esq.
31 Melissa Davis Lowe, Esq.
32 SHULMAN HODGES & BASTIAN LLP
33 100 Spectrum Center Drive, Suite 600
34 Irvine, California 92618
35 Telephone: 949-340-3400; Facsimile: 949-340-3000
36 Email: jbastian@shbllp.com; mlowe@shbllp.com

1 Service may be made via email, facsimile, personal delivery or United States Mail, First
2 Class, such that is received by [REDACTED], 2015, at 5:00 P.M. California time.

3 At the Confirmation Hearing, the Bankruptcy Court will determine, pursuant to Section
4 1129 of the Bankruptcy Code, whether the Plan has been accepted by the necessary Classes of
5 Claims created under the Plan, and if not, whether the Bankruptcy Court should nevertheless
6 confirm the Plan. If at the Confirmation Hearing the Bankruptcy Court determines that the Plan
7 meets all of the requirements for confirmation prescribed by the Bankruptcy Code, the
8 Bankruptcy Court will enter a Confirmation Order. Pursuant to Section 1141 of the Bankruptcy
9 Code, the effect of the Confirmation Order will be to make the provisions of the Plan binding
10 upon the Debtors and each of their Creditors, regardless of whether each Creditor voted to accept
11 the Plan.

12 **4. Identity of Person to Contact for More Information Regarding the Plan**

13 Any interested party desiring further information about the Plan may contact Debtors'
14 counsel, James C. Bastian, Jr. or Melissa Davis Lowe at Shulman Hodges & Bastian LLP, 100
15 Spectrum Center Drive, Suite 600, Irvine, California 92618, Telephone: (949) 340-3400, or
16 email to jbastian@shbllp.com or mlowe@shbllp.com.

17 **F. Disclaimer**

18 The Court has not yet determined whether the Plan can be confirmed and makes no
19 recommendation as to whether Creditors should support the Plan.

20 The financial data relied upon in formulating the Plan is based on the Debtors' records
21 during the prepetition period, including their balance sheets and financial statements, the
22 Debtors' Bankruptcy Schedules, the projected recovery from Avoidance Actions and Post-
23 Confirmation Estate Claims and the financial information contained in pleadings filed with the
24 Bankruptcy Court. This information was not audited or reviewed by an independent accountant
25 and the Debtors are unable to warrant or represent that such financial information is without any
26 inaccuracies. The Debtors have made reasonable efforts under the circumstances to present
27 financial information fairly and accurately. The Debtors represent that everything stated in this
28 Disclosure Statement is true to the best of their knowledge.

1 The financial transactions contained in the Disclosure Statement represent the Debtors’
2 best estimates and projections of future events based on certain assumptions. With the passage
3 of time, some or all of these estimates and projections may not occur. None of the financial
4 analyses contained herein, upon which this Disclosure Statement is based, is considered to be a
5 “forecast” or “projection” as technically defined by the American Institute of Certified Public
6 Accountants. The use of the words “forecast,” “project,” or “projection” herein relate to broad
7 expectations of future events or market conditions and qualifications of the potential results of
8 operations under those conditions.

9 The discussion herein regarding the Debtors and the Post-Confirmation Estate may
10 contain “forward looking statements” within the meaning of the Private Securities Litigation
11 Reform Act of 1995. Such statements consist of any statement other than a recitation of
12 historical fact and can be identified by the use of forward-looking terminology such as “may,”
13 “expect,” “anticipate,” “estimate,” or “continue,” or the negative thereof or other variations
14 thereon or comparable terminology. The reader is cautioned that all forward looking statements
15 are necessarily speculative and there are certain risks and uncertainties that could cause actual
16 events or results to differ materially from those referred to in such forward looking statements.
17 The liquidation analysis, financial projections, and other information are estimates only, and the
18 timing and amount of actual distributions to Creditors may be affected by many factors that
19 cannot be predicted. Therefore, any analysis, estimates, or projections may or may not turn out
20 to be accurate.

21 The Debtors have made a diligent effort to identify in this Disclosure Statement all
22 litigation claims, including claims for relief, counterclaims, and objections to claims. However,
23 no reliance should be placed on the fact that a particular litigation claim is or is not identified
24 herein. The Disbursing Agent, or other parties-in-interest with Court approval, may seek to
25 investigate, file and prosecute litigation claims after the confirmation or Effective Date of the
26 Plan whether or not the litigation claims are identified herein. A list of potential Avoidance
27 Action defendants is attached hereto as **Exhibits 1-A and 1-B**.

28

1 In addition to the parties listed on **Exhibits 1-A and 1-B**, the Debtors believe that they
2 have Avoidance Action claims under the Bankruptcy Code, including Sections 547 and 548,
3 against the following parties:

- 4 • Federal to avoid the Federal Pre-Petition Liens which Causes of Action are
5 already the subject of the Gotte Avoidance Action.
- 6 • Berkley to avoid the Berkley Pre-Petition Liens that were recorded within ninety
7 days of the Debtors' Petition Dates.
- 8 • Gotte and ICW as they each recorded their liens against ASR's assets within
9 ninety days prior to ASR's Petition Date.

10 **THIS IS A SOLICITATION BY THE DEBTORS. THE REPRESENTATIONS**
11 **HEREIN ARE THOSE OF THE DEBTORS AND NOT OF THEIR RESPECTIVE**
12 **ATTORNEYS OR CONSULTANTS. NO REPRESENTATIONS CONCERNING THE**
13 **DEBTORS OR POST-CONFIRMATION DEBTORS OR ESTATES, INCLUDING, BUT**
14 **NOT LIMITED TO, REPRESENTATIONS AS TO THE POST-CONFIRMATION**
15 **FUTURE ACTIVITIES OF THE DEBTORS OR THE ESTATE, THE VALUE OF**
16 **PROPERTY OF THE ESTATES, THE AMOUNT OF CLAIMS AGAINST THE**
17 **ESTATES OR ANY TAX EFFECT OF THE TRANSACTIONS PROPOSED UNDER**
18 **THE PLAN, ARE AUTHORIZED BY THE DEBTORS, OTHER THAN AS SET FORTH**
19 **HEREIN. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE**
20 **ACCEPTANCE OF THE PLAN THAT ARE IN ADDITION TO OR DIFFERENT FROM**
21 **THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD**
22 **NOT BE RELIED UPON BY ANY PARTY IN INTEREST. ANY SUCH ADDITIONAL**
23 **REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO THE**
24 **DEBTORS' ATTORNEYS WHO, IN TURN, WILL DELIVER THE INFORMATION TO**
25 **THE BANKRUPTCY COURT FOR SUCH ACTION AS THE BANKRUPTCY COURT**
26 **MAY DEEM TO BE APPROPRIATE.**

27 **UNLESS SPECIFICALLY SET FORTH HEREIN TO THE CONTRARY, THE**
28 **INFORMATION CONTAINED OR REFERRED TO IN THIS DISCLOSURE**

1 STATEMENT REGARDING THE DEBTORS OR THEIR ESTATES HAS NOT BEEN
2 SUBJECT TO A CERTIFIED AUDIT. COUNSEL FOR THE DEBTORS HAS NOT
3 INDEPENDENTLY VERIFIED THE INFORMATION CONTAINED HEREIN AND
4 MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE
5 ACCURACY THEREOF.

6 ALL PARTIES ENTITLED TO VOTE ON THE PLAN ARE URGED TO
7 REVIEW CAREFULLY THIS DISCLOSURE STATEMENT PRIOR TO VOTING ON
8 THE PLAN. THE CONTENTS HEREIN SHOULD NOT BE CONSTRUED IN ANY
9 MANNER TO BE LEGAL, BUSINESS, OR TAX ADVICE. EACH CREDITOR AND
10 OTHER PARTY IN INTEREST SHOULD CONSULT WITH HIS OWN LEGAL
11 COUNSEL, BUSINESS ADVISOR, CONSULTANT, AND/OR ACCOUNTANT PRIOR
12 TO VOTING TO ENSURE A COMPLETE UNDERSTANDING OF THE TERMS OF
13 THE PLAN. THIS DISCLOSURE STATEMENT IS INTENDED FOR THE SOLE USE
14 OF THE CREDITORS TO ENABLE THEM TO MAKE AN INFORMED DECISION
15 REGARDING THE PLAN.

16 THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE
17 STATEMENT INDICATES ONLY THAT THE DISCLOSURE STATEMENT
18 CONTAINS ADEQUATE INFORMATION FOR THE PURPOSE OF SOLICITATION
19 OF ACCEPTANCES TO THE PLAN BY THE DEBTORS, ASSUMING IT IS
20 ACCURATE. HOWEVER, THE BANKRUPTCY COURT HAS NOT YET
21 DETERMINED THE ACCURACY OF SUCH INFORMATION. IT MAY DO SO AT
22 THE CONFIRMATION HEARING.

23 **II. DEFINITIONS, INTERPRETATIONS, AND RULES OF CONSTRUCTION**

24 **A. Definitions**

25 1. "Adelanto Project" means the project known as the Site 25 Middle School,
26 Adelanto School District, Berkley Performance Bonds and Payment Bonds Nos. 0152594 and
27 0152595.
28

2. “Adelanto Surplus” means the funds paid by the Adelanto School District for pay applications, contract balances, retention, changes orders and the like, that is in excess of all expenses applicable to the completion of the Adelanto Project, including amounts that Berkley has or will advance to complete the Adelanto Project. The amount of the Adelanto Surplus cannot be determined until the Adelanto Project is completed.

3. “Administrative Claim or Administrative Expenses” means a Claim for payment of an administrative expense of a kind specified in Bankruptcy Code section 503(b) and entitled to priority in payment under Bankruptcy Code sections 507(a)(1), 507(b) or 1114(e)(2), including: (a) the actual and necessary costs and expenses incurred after the Petition Dates of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) any indebtedness or obligations incurred or assumed by the Debtors in the ordinary course of business in connection with the conduct of their business; (c) any Professional Fees incurred before the Effective Date; (d) all fees and charges assessed against the Estates under Chapter 123 of title 28 of the United States Code, sections 1911-30; (e) obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court and (f) Claims under Section 503(b)(9) of the Bankruptcy Code.

4. “Allowed” means with reference to any Claim, except as otherwise provided herein:

- a. a Claim that has been Scheduled by the Debtors in their Schedules as other than disputed, contingent or unliquidated and as to which the Debtors, the Disbursing Agent or any other party in interest has not filed an objection;
- b. a Claim that either is not a Disputed Claim or has been allowed by a Final Order;
- c. a Claim that is allowed (i) in any stipulation with a Debtor concerning the amount and nature of such Claim executed prior to the Confirmation Date and approved by the Bankruptcy Court upon proper notice to the Debtors and other parties in interest; (ii) in any stipulation with a Debtor concerning the amount and nature of such Claim executed on or after the Confirmation Date and, to the extent necessary, approved by the Bankruptcy Court or (iii) in any contract, instrument, indenture or other agreement entered into or assumed pursuant to the Plan;
- d. a Claim relating to a rejected executory contract or unexpired lease that (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either of the Cases only if a Proof of Claim has been timely Filed in accordance

with the Plan or has otherwise been deemed timely Filed under applicable law; or

- e. a Claim that is allowed pursuant to the terms of the Plan; provided, however, unless otherwise specified herein or by order of the Bankruptcy Court, the term “Allowed Claim” shall not, for any purpose under the Plan, include interest, penalties, premiums or late charges on such Claim from and after the Petition Date.

5. “ASR” means ASR Constructors, Inc., a California corporation, one of the affiliated Debtors in these jointly administered Cases.

6. “Avoidance Action” means any action which is filed or which may be filed pursuant to the provisions of Sections 510, 542, 543, 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code, any actions based on applicable nonbankruptcy law that may be incorporated or brought under the foregoing sections of the Bankruptcy Code, or any other similar action or proceeding filed to recover property for or on behalf of the Estate or to avoid a lien or transfer.

7. “Ballot” means the form distributed to each holder of a Claim that is entitled to vote on the Plan and on which is to be indicated an acceptance or rejection of the Plan.

8. “Bankruptcy Code” or “Code” means Title 11 of the United States Code, as now in effect or hereafter amended. All citations in the Plan to section numbers are to the Bankruptcy Code unless otherwise expressly indicated.

9. “Bankruptcy Court” or “Court” means the United States Bankruptcy Court for the Central District of California, Riverside Division, which has jurisdiction over this Case and the Estate of the Debtor, or such successor court or tribunal as may hereafter be confirmed or created by lawful authority with power to confirm reorganization plans under Chapter 11 of the Bankruptcy Code and all applicable statutes, rules, and regulations pertaining thereto.

10. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for use in the Bankruptcy Court, as now in effect or hereafter amended.

11. “Bar Date” means the last date for filing Proofs of Claim other than Administrative Claims or Claims based upon the rejection of any executory contracts or unexpired leases. Pursuant to Court order entered on December 17, 2013 (docket 161), February 7, 2014 has been set as the deadline for filing Proofs of Claim or interest in these Cases.

1 12. “Barstow Project” means the ASR project for Barstow Community College
2 District known as the Barstow Performing Arts Center project.

3 13. “Barstow Wellness Project” means the ASR project for the Barstow Community
4 College District known as the Wellness Center project.

5 14. “Berkley” means Berkley Regional Insurance Company.

6 15. “Berkley Pre-Petition Lien(s)” means the lien(s) created by UCC-1 filings and/or
7 recording of deeds of trust prior to the Debtors’ Petition Dates against the assets of the Debtors
8 as noted in public records. The Berkley Pre-Petition Lien(s) were provided as part of agreements
9 with Berkley to provide funding for completion of ASR projects, to secure obligations owed to
10 Berkley under indemnity agreements signed by ASR, Inland and Meridian and otherwise and to
11 forebear from enforcement of remedies available for default.

12 16. “First Berkley Stipulation” means that certain Stipulation with Berkley Regional
13 Insurance Company to Modify the Automatic Stay, to Authorize the Use of Cash Collateral, and
14 to Authorize Post-Petition Financing as amended (docket 123), which was approved pursuant to
15 Court order entered on November 26, 2013 (docket 125).

16 17. “Business Day” means any day other than a Saturday, Sunday, or “legal holiday”
17 as defined in Bankruptcy Rule 9006(a).

18 18. “Case(s)” means the Debtors bankruptcy cases pending in the Central District of
19 California, Riverside Division, jointly administered under Case No. 6:13-bk-25794-MH.

20 19. “Cash” means cash and cash equivalents, including, but not limited to, checks or
21 similar forms of payment or exchange.

22 20. “Cash Collateral Motion” means that certain Motion for Order Authorizing Use of
23 Cash Collateral filed by the Debtors on August 19, 2014 (docket 306).

24 21. “Cash Collateral Stipulation” means that Stipulation Between the Debtors,
25 Federal Insurance Company and Berkley Regional Insurance Resolving Debtors’ Motion for Use
26 of Cash Collateral which was filed with the Court on October 28, 2014 (docket 375) The Cash
27 Collateral Stipulation was approved by Court order entered on October 31, 2014 (docket 376).

28

1 22. “CDC Small Business” means Small Business Finance Corp. and its agent Wells
2 Fargo Corporate Trust Services.

3 23. “Claim” means: (a) a right to payment from the Debtors, whether or not such right
4 is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,
5 disputed, undisputed, legal, equitable, secured, or unsecured, or (b) a right to an equitable
6 remedy for breach of performance if such breach gives rise to a right to payment from the
7 Debtors, whether or not such right to an equitable remedy is reduced to judgment, liquidated,
8 unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or
9 unsecured.

10 24. “Claimant” means the holder of a Claim.

11 25. “Causes of Action” mean all of the Debtors’ actions, causes of action, choses in
12 action, liabilities, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills,
13 covenants, contracts, controversies, agreements, promises, variances, trespasses, damages,
14 judgments, third-party claims, counterclaims, and cross-claims, whether known or unknown,
15 reduced to judgment or not reduced to judgment, liquidated or unliquidated, contingent or non-
16 contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable
17 directly or derivatively, existing or hereafter arising, in law, equity or otherwise, based in whole
18 or in part upon any act or omission or other event occurring prior to the Petition Dates or during
19 the course of the Cases, through and including the Effective Date, including, but not limited to,
20 any Avoidance Actions and/or Post-Confirmation Estate Claims.

21 26. “Class” means a grouping into which Claims or Equity Interests which are
22 substantially similar to other Claims or Equity Interests have been classified pursuant to Plan.

23 27. “Confirmation” means the entry of the Confirmation Order by the Bankruptcy
24 Court.

25 28. “Confirmation Date” means the date on which the Confirmation Order is entered
26 by the Bankruptcy Court.

27

28

29. “Confirmation Hearing” means the hearing, including any continued or postponed session thereof, at which time the Bankruptcy Court will consider and determine whether to confirm the Plan.

30. “Confirmation Order” means the order, as entered, of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

31. “Creditor” means the holder of an Allowed Claim.

32. “Debtor(s)” means collectively or individually as the case may be, ASR, Meridian and Inland, the three affiliated debtors and debtors in possession in these jointly administered Cases, and the Plan Proponents.

33. “Disallowed Claim” means a Claim against the Debtors, which Claim is disallowed pursuant to an order of the Bankruptcy Court as to which fourteen calendar days have passed following entry of such order and no stay pending an appeal of such order is obtained during such period.

34. “Disbursing Agent” means the person charged managing the Creditors’ Trust and making Distributions pursuant to the terms of the Plan. Alan Regotii will serve as the Disbursing Agent under the Plan until such time as he is unable or unwilling to serve at which point the Debtors shall appoint a successor Disbursing Agent.

35. “Disclosure Statement” means the Debtors’ Disclosure Statement for Chapter 11 Liquidating Plan Jointly Proposed by the Debtors (and all exhibits or schedules annexed thereto or referenced therein) as it may be amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code and Bankruptcy Rules.

36. “Disputed Claim” means any Claim: (a) listed on the Debtors’ Schedules as unliquidated, disputed, or contingent; or (b) as to which the Debtors, or any other party in interest, has interposed a timely objection or request for estimation or subordination in accordance with the Bankruptcy Code and the Bankruptcy Rules, which objection or request for estimation or subordination has not been withdrawn or determined by a Final Order. A Claim will be considered a Disputed Claim in its entirety if an objection is timely filed to any portion of such Claim.

37. “Disputed Claims Reserve Fund” means the fund created upon the Effective Date consisting of funds available for Distribution on account of Disputed Claims.

38. “Distribution(s)” means the Cash which is required to be distributed under the Plan to the holders of Allowed Claims.

39. “Effective Date” means the means the date not later than thirty days following the date upon which the Confirmation Order becomes a Final Order; provided, however, that, if an appeal of the Confirmation Order is timely filed, the Debtors may elect to cause the Plan to become effective, notwithstanding the pendency of such appeal, so long as no stay of the Confirmation Order is in effect, by filing with the Bankruptcy Court a notice of such election, in which event the Plan will become effective as provided herein.

40. “Estate(s)” means the estates of the Debtors created under Section 541 of the Bankruptcy Code in these Cases.

41. “Equity Interests” means, with respect to a Debtor, as of the applicable Petition Date, any capital stock or other ownership interest in such Debtor, whether or not transferable, and any option, call, warrant or right to purchase, sell or subscribe for an ownership interest or other equity security in such Debtor, and any redemption, conversion, exchange, voting, participation, dividend rights, and liquidation preferences relating to such capital stock or ownership interest.

42. “Exculpated Parties” means, collectively, each of the following parties in their respective capacities as such: (a) the Debtors, (b) each director, officer, financial advisor, other advisor of the Debtors or the Professionals employed by or serving the Debtors as of the applicable Petition Dates, and each of their respective affiliates.

43. “Federal” means Federal Insurance Company.

44. “Federal Pre-Petition Lien(s)” means the lien(s) created by UCC-1 filings and/or recording of deeds of trust prior to the Debtors’ Petition Dates against the assets of the Debtors as noted in public records. The Federal Pre-Petition Lien(s) were provided as part of agreements with Federal to provide funding for completion of ASR projects, to secure obligations owed to

Federal under indemnity agreements signed by Inland and Meridian and otherwise and to
forebear from enforcement of remedies available for default

45. “File,” “Filed,” or “Filing” means filed with the Bankruptcy Court having
jurisdiction over this Cases.

46. “Final Distribution” means, for each Class, the last Distribution to be made to
holders of Allowed Claims in that Class.

47. “Final Order” means an order or judgment of the Bankruptcy Court, or of any
court of competent jurisdiction where there is pending an action in which a Debtor are a party,
which has not been reversed, stayed, modified, or amended, and as to which: (a) the time to
appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which
no appeal, petition for certiorari, or other proceeding for reargument or rehearing shall then be
pending; or (b) any right to appeal, petition for certiorari, reargument, or rehearing shall have
been waived in writing in form and substance satisfactory to the applicable Debtor; or (c) any
appeal, petition for certiorari, reargument or rehearing has been resolved by the highest court to
which the order or judgment was appealed timely or from which certiorari, reargument, or
rehearing was sought.

48. “General Unsecured Claim” means an unsecured Claim against the Debtors that is
not entitled to priority under Section 507(a) of the Bankruptcy Code, including, without
limitation, a Claim based on the rejection of an executory contract or unexpired lease.

49. “Gotte” means Gotte Electric, Inc.

50. “Gotte Avoidance Action” means the lawsuit commenced in the Riverside
Superior Court styled Gotte Electric, Inc. v. ASR Constructors, Inc., Federal Insurance
Company, Another Meridian, LLC and Inland Machinery, Inc., Case No. RIC 1310089, which
has been removed to the Bankruptcy Court and which is now pending as Adversary Case No.
6:13-ap-01402-MH.

51. “Gotte Judgment” means that certain “Judgment, in Favor of Gotte Electric,
Based Upon Jury Verdict; Judgment on ICW’s Motion for Non-Suit; Judgment on Federal and
Vigilant’s Motion for Directed Verdict as to the 17th and 18th Causes of Action; Judgment on

Federal and Vigilant's Motion for Directed Verdict as to the 20th, 21st, and 22nd Causes of Action; Judgment on ASR's Motion for Directed Verdict as to the 23rd and 24th Causes of Action" entered in the Gotte State Court Action on March 22, 2013 in favor of Gotte and against ASR in the sum of \$5,985,00 with interest from the date of the verdict until paid at the statutory rate together with attorneys' fees and court costs. Under the Gotte Judgment, Gotte asserts a total of Claim of at least \$6,655,486.47.

52. "Gotte State Court Action" means the lawsuit commenced in the Riverside Superior Court styled Gotte Electric, Inc. v. ASR Constructors, Inc., Federal Insurance Company, Vigilant Insurance Company, Rubidoux Surety and related cross actions, Case No. RIC 529002 consolidated with RIC 530002.

53. "ICW" means Insurance Company of the West.

54. "Inland" means Inland Machinery, Inc., a California corporation, one of the affiliated Debtors in these jointly administered Cases.

55. "Intercompany Claims" means any Claim, Cause of Action, remedy or Administrative Claim asserted by a Debtor against another Debtor, as applicable, including but not limited to the following:

a. Intercompany Claim arising from a promissory note owed by ASR to Meridian of approximately \$165,260.35.

b. Intercompany Claim arising from a promissory note owed by Meridian to ASR of approximately \$1,020,981.96.

c. Intercompany Claim arising from a promissory note owed by Inland to ASR of approximately \$181,530.24.

d. Intercompany Claim consisting of a rent receivable owed by ASR to Meridian in the amount of approximately \$153,473.65.

After taking into account the foregoing, the balance owed to ASR by Meridian is \$702,247.96⁵, and the balance owed to ASR by Inland is \$181,530.24. The Intercompany Claims will be

⁵

subject to the same Claims objections procedures as other Claims against the Estates as set forth in Section III.H. of the Plan.

56. “Meridian” means Another Meridian Company, LLC, a California limited liability, one of the affiliated Debtors in these jointly administered Cases.

57. “Meridian Properties” means collectively the Wilson Property, the Perris Property, the San Bernardino Property and the Phelan Property.

58. “Net Liquidation Proceeds” means all of the Cash or other proceeds recovered from the Debtors’ Estates, including amounts recovered from (i) accounts receivable, (ii) the sale of personal property and real property, and (iii) Causes of Action, minus all costs and administrative expenses of the Estates including, but not limited to, the fees and expenses of the Debtors, the Professionals and/or the Disbursing Agent and his Professionals, income taxes and payments pursuant to the Plan to Creditors holding Allowed Administrative Claims, Allowed Priority Claims and/or Allowed Secured Claims.

59. “Phelan Property” means the real property owned by Meridian consisting of a single family residence located at 3758 Kreuer Rd, Phelan, CA 92371: Parcel No.: 3098-051-14 (5 acres).

60. “Perris Property” means the real property owned by Meridian consisting of two parcels of vacant land located in the city of Perris, County of Riverside, California: Parcel Nos.: 317-270-001 (10.09 acres) and 317-270-012 (9.66 acres) with a value of approximately \$470,000.

Intercompany Claim arising from a promissory note owed by Meridian to ASR of approximately \$1,020,981.96	\$1,020,981.96
Less: Intercompany Claim arising from a promissory note owed by ASR to Meridian of approximately \$165,260.35	(\$165,260.35)
Less: Intercompany Claim consisting of a rent receivable owed by ASR to Meridian in the amount of approximately \$153,473.65	(\$153,473.65)
Balance Due ASR by Meridian	\$702,247.96

61. “Petition Date” means the date on which each of the Debtors filed their respective voluntary petitions under Chapter 11 of the Bankruptcy Code as follows:

- a. ASR Petition Date: September 20, 2013, Case No. 6:13-bk-25794-MH.
- b. Meridian Petition Date: October 23, 2013, Case No. 6:13-bk-27529-MH.
- c. Inland Petition Date: October 23, 2013, Case No. 6:13-bk-27532-MH.

62. “Plan” means the Chapter 11 Liquidating Plan jointly proposed by the Debtors, as such Plan may be amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code and Bankruptcy Rules,

63. “Plan Proponent” means jointly the Debtors.

64. “Post-Confirmation Debtors” means the Debtors herein, on or after the Effective Date.

65. “Post-Confirmation Estate Claims” means any and all claims and Causes of Action which constitute property of the Estates including, but not limited to, any Avoidance Actions, whether or not such claims or Causes of Action are the subject of litigation pending as of the Effective Date.

66. “Priority Claim” means an Administrative Claim, Priority Tax Claim, or Priority Unsecured Claim.

67. “Priority Tax Claim” means a Claim of a “governmental unit” (as such term is defined in section 101(27) of the Bankruptcy Code) of the kind specified in, and entitled to priority under, sections 502(i) and 507(a)(8) of the Bankruptcy Code.

68. “Priority Non-Tax Claim” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

69. “Pro Rata Share” means, with reference to any Distribution on account of any Allowed Claim or Allowed Interest, as applicable, in any Class, the ratio (expressed as a percentage) that the amount of such Allowed Claim or Allowed Interest bears to the aggregate amount of Allowed Claims or Allowed Interests of the same Class (and to the extent required for an interim Distribution and any reserve for Disputed Claims).

1 70. “Professionals” means professionals such as attorneys, consultants or accountants
2 employed by the Debtors and/or the Disbursing Agent in these Cases, including Shulman Hodges
3 & Bastian LLP, Rogers Anderson Malody & Scott LLP CPA and Lester & Cantrell LLP and the
4 Disbursing Agent.

5 71. “Professional Fees” means the fees for services of Professional rendered and
6 expenses incurred in connection with such services by Professionals on and after the Petition
7 Dates and prior to and including the Effective Date and after the Effective Date.

8 72. “Proof of Claim” means a statement under oath filed in this Case by a Claimant in
9 which the Claimant sets forth the amount claimed to be owed to it and sufficient detail to identify
10 the basis for the Claim, in accordance with Federal Rule of Bankruptcy Procedure 3001.

11 73. “San Bernardino Property” means the real property owned by Meridian consisting
12 of two parcels of vacant land located in the city of San Bernardino, County of San Bernardino,
13 California: Parcel Nos.: 0142-042-01 (1.889 acres) and 0269-271-17 (1.3 acres).

14 74. “Schedules” means the applicable Schedules of Assets and Liabilities and
15 Statement of Financial Affairs filed by the Debtors, as amended, modified, or supplemented from
16 time to time.

17 75. “Secured” means when referring to a Claim: (a) secured by a lien on property in
18 which the applicable Estate has an interest, which lien is valid, perfected and enforceable under
19 applicable law or by reason of a Final Order, or that is subject to setoff under section 553 of the
20 Bankruptcy Code, to the extent of the value of the lienholder’s interest in the applicable Estate’s
21 interest in such property or to the extent of the amount subject to setoff, as applicable, as
22 determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed
23 pursuant to the Plan as a Secured Claim.

24 76. “Secured Claim” means a Claim secured by a lien, security interest or other
25 charge against property in which the applicable Estate has an interest, or which is subject to
26 setoff under Section 553 of the Bankruptcy Code, to the extent of the value, determined in
27 accordance with Section 506(a) of the Bankruptcy Code, of the interest of the holder of such
28

1 Secured Claim in the applicable Estate's interest in such property, or to the extent of the amount
2 subject to any setoff, as the case may be.

3 77. "Surcharge Stipulation" means that certain Stipulation Between the Debtors and
4 Federal Insurance Company Resolving Debtors' Motion for Order Authorizing Surcharge of
5 Collateral Pursuant to 11 U.S.C. 506(c) which was filed with the Court on November 6, 2014
6 (docket 379) and approved by Court order entered on November 10, 2014 (docket 382). The
7 Plan does not alter or impact the rights of Federal and the Debtors under the Surcharge
8 Stipulation or any of the provisions of the Surcharge Stipulation.

9 78. "Unclaimed Distribution" means any Distribution which is unclaimed as a result
10 of any of the following: (a) checks which have been returned as undeliverable without a proper
11 forwarding address; (b) checks which were not mailed or delivered because of the absence of a
12 proper address to which to mail or deliver the same; (c) checks which remain unnegotiated for a
13 period of ninety days after the date of issuance.

14 79. "UST" means the Office of the United States Trustee.

15 80. "Voting Deadline" means 4:00 p.m. (California time) on *****, 2014,
16 which is the deadline for holders of impaired Claims to submit a Ballot.

17 81. "Wilson Property" means the real property owned by Meridian consisting of a
18 light industrial building located at 5230 Wilson Street, Riverside, California.

19 82. "Zions" means Zions First National Bank.

20 **B. Interpretations, Computation of Time and Governing Law**

21 **1. Undefined Terms**

22 Any term used herein that is not defined herein, either in Section II.A (Definitions) or
23 elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning
24 assigned to that term in the Bankruptcy Code or the Bankruptcy Rules. Without limiting the
25 foregoing, the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply
26 hereto. The definitions and rules of construction contained herein do not apply to the exhibits
27 attached hereto except to the extent expressly so stated herein or in each exhibit.

28

1 **2. Rules of Interpretation**

2 For the purposes of this Disclosure Statement:

3 a. Whenever, from the context, it is appropriate, each term, whether stated in the
4 singular or the plural, shall include both the singular and the plural.

5 b. Any reference in the Plan to a contract, instrument, release or other agreement
6 or document being in a particular form or on particular terms and conditions means that such
7 document shall be substantially in such form or substantially on such terms and conditions.

8 c. Any reference in the Plan to an existing document or Exhibit Filed or to be
9 Filed means such document or Exhibit, as it may have been or may be amended, modified, or
10 supplemented as of the Confirmation Date.

11 d. Unless otherwise specified in a particular reference in the Plan, all references
12 in the Plan to Sections, Articles or Exhibits are references to Sections, Articles and Exhibits of or
13 to the Plan.

14 e. Unless otherwise specified in a particular reference in the Plan, the words
15 "herein," "hereof," "hereto," "hereunder," and others of similar import refer to the Plan in its
16 entirety rather than only to a particular paragraph, subparagraph, or clause contained in the Plan.

17 f. Captions and headings to Articles and Sections are inserted for convenience of
18 reference only and are not intended to be a part of or to affect the interpretation of the Plan.

19 g. Except to the extent that federal law, including the Bankruptcy Code or the
20 Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be
21 governed by, and construed and enforced for all purposes in accordance with, the laws of the
22 State of California, without giving effect to any principles of conflict of laws thereof.

23 h. All exhibits to the Plan are incorporated into the Plan and will be deemed to
24 be included in the Plan, regardless of when they are filed.

25 **3. Computing Time Periods**

26 In computing any period of time prescribed or allowed by the Plan, the provisions of
27 Bankruptcy Rule 9006(a) shall apply.

28

4. Notices and Delivery of Documents

All notices, correspondence, and other deliveries under the Disclosure Statement and Plan must be directed as follows:

To the Debtors:	ASR Constructors, Inc. Another Meridian Company, LLC Inland Machinery, Inc. Attention: Alan Regotti, Authorized Officer 33891 Mission Trails Wildomar, CA 92595
To the Disbursing Agent	Alan Regotti, Disbursing Agent c/o ASR Constructors, Inc. 33891 Mission Trails Wildomar, CA 92595
With a Copy to:	James C. Bastian, Esq. Melissa Davis Lowe, Esq. SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: 949-340-3400 Facsimile: 949-340-3000 Email: jbastian@shbllp.com ; mlowe@shbllp.com <u>mailto:</u>

III. BACKGROUND

The following is a description of the nature and the history of the Debtors' businesses, financial affairs, and of their financial difficulties.

A. Description of the Debtors and Their Businesses

1. Commonalities Between the Debtors

The Debtors' assets are encumbered by related liens in favor of Federal and Berkley.

The Debtors share common owners as follows: ASR stockholders are the Regotti Family Trust Dated January 12, 2005, Alan Regotti and Stacey Regotti trustees (50% of the stock) and Marc Berry and Patti Berry (each owning 25% of the stock). Meridian's members are Alan Regotti and Marc Berry (each owning 50%). Inland's stockholders are Alan Regotti and Marc Berry (each owning 50%).

1 The Debtors share common principal officers and managers as follows: Alan Regotti is
2 the President of ASR, Managing Member of Meridian and Secretary of Inland. Marc Berry is
3 the Vice President of Equipment Utilization of ASR and President of Inland.

4 Many of the creditors listed in the Schedules of Meridian and Inland are substantially the
5 same as some obligations listed in ASR's Schedules.

6 **2. ASR – Background and Business Operations**

7 ASR was incorporated in May 1999 and is a general contractor serving the Inland Empire
8 on mainly public works projects. Since its incorporation, ASR has completed over 850 public
9 works projects, with clients such as cities, school districts, and state and federal governments.
10 Just as a few examples, ASR was the general contractor on projects including the Riverside
11 Community College Athletic Complex, the Repplier Aquatic Park in Banning, the Larry D.
12 Smith Correctional Facility, and the Multi-purpose Buildings at Cabrillo, Citrus, Foothill Knolls,
13 Magnolia, Sycamore and Valencia Elementary Schools. At its peak, ASR had over 565
14 employees and annual revenues of over \$150 million.

15 Due to the dramatic slowdown in the economy throughout the United States that started
16 in December of 2007 and that continues to this day, ASR suffered significant cash flow problems
17 beginning around 2011. As a result, ASR was unable to meet all of its obligations and was
18 suffering financing problems.

19 In March 2013, ASR advised its bonding companies, Federal and Berkley, that it was
20 unable to meet its obligations on bonded projects and its obligations to the sureties under their
21 respective indemnity agreements and surety bonds. Because ASR was unable to complete the
22 work and perform obligations with respect to both payment and performance on the bonded
23 projects, ASR requested the sureties take such steps as necessary or appropriate to perform their
24 obligations as sureties with respect to the bonded projects in order to mitigate losses and
25 expenses. Following this voluntary notice of default, Federal took over management of the
26 projects it bonded and ASR executed assignments of its receivables to Federal. ASR is
27 providing administrative assistance to Federal with respect to its projects. Berkley has taken
28 over management of one of ASR's projects (Barstow Community College) but engaged ASR to

be its completion contractor. ASR is completing one additional contract where Berkley is the surety (Adelanto) under a funds control arrangement put in place pre-petition. Federal and Berkley were also provided with blanket liens on ASR's accounts receivables as described below.

3. ASR - Major Assets

ASR's principal assets are its accounts receivable and construction projects which are subject to liens in favor of its sureties, Federal and Berkley.⁶

Following is a summary of ASR's accounts receivable and related cash accounts:

- Debtor in Possession General, Payroll and Tax Accounts held at JP Morgan Chase Bank – total of approximately \$387.51 as of November 30, 2014.
- Escrow accounts held at Citibank, PO Box 769018, San Antonio, TX 78245, related to retention funds on outstanding construction projects which were established by owners of the projects. These escrow accounts hold retention funds which are payable at the conclusion of the construction projects. Funds are subject to offset by (1) the project owners, and (2) indemnity/ subrogation rights and/or liens of bonding companies that have issued performance bonds on the projects (Federal and Berkley). The total in the escrow accounts as of November 30, 2014 was approximately \$3,020,357.68.⁷
- Fund control accounts held at Bremer Bank, 8800 Hwy T, St. Louis Park, MN 55426, related to outstanding construction projects which are established in compliance with ASR's obligations to bonding companies that have issued performance bonds on the projects. Funds are subject to offset by indemnity/ subrogation rights and/or liens of bonding companies that have issued performance bonds on the projects (Berkley). The total in the fund control accounts as of November 30, 2014 was approximately \$10,040.28.
- Accounts receivable as of November 30, 2014 as reported on ASR's Monthly Operating Report filed with the Court: pre-petition amount of \$6,161,486 which includes amounts over 90 days old of \$3,217,403.72 and retentions of \$2,944,082.26; post-petition amount of \$741,352.68.
- An Intercompany Claim consisting of a note receivable from Inland Machinery Equipment of approximately \$181,530.24. Under the Plan, this Intercompany Claim will be eliminated.
- An Intercompany Claim consisting of note receivable from Meridian of approximately \$1,020,981.96. Under the Plan, this Intercompany Claim will be eliminated.

⁶ ASR also owns a small amount of office and construction equipment.

⁷ Excludes funds held in account XXX7242 of \$78,115.63 which are the project owner's funds, Corona-Norco Unified School District.

4. **ASR's – Secured Obligations as of ASR's Petition Date**

The following chart summarizes ASR's Secured obligations as of ASR's Petition Date:

<u>Creditor</u>	<u>Claim Description</u>	<u>Claim Amount</u>
Federal	UCC-1 Filing No. 12-7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-73513989 filed 3/6/13 Collateral: blanket lien on accounts receivable and construction projects. Claim is also secured by liens against property owned by Meridian, Inland, Agua Mansa Investment Partners, LLC and Smokey Mountain Insurance Company. ⁸ This lien is subject to disputes in the Gotte Avoidance Action as to ASR, Meridian and Inland.	\$6,775,680.13
Berkley	UCC-1 Filing No. 13-7366919227 filed 6/26/2013 Collateral: blanket lien on accounts receivable and construction projects. This lien was obtained within 90 days of the ASR Petition Date and may be avoidable pursuant to 11 U.S.C. §547.	\$15,571,500.00
Gotte	UCC Judgment Lien No. 13-7367902371 filed 7/1/2013. Collateral: All property subject to enforcement of a money judgment against ASR to which a judgment lien on personal property may attach under Section 697.530 of the Code of Civil Procedure. This lien was obtained within 90 days of the ASR Petition Date and may be avoidable pursuant to 11 U.S.C. §547.	\$6,655,486.47

⁸ Agua Mansa Investment Partners LLC owns all of the stock in Smokey Mountain Insurance Company. Agua Mansa Investment Partners LLC and the Debtors share common owners (Alan Regotti and Marc Berry).

<u>Creditor</u>	<u>Claim Description</u>	<u>Claim Amount</u>
ICW	<p>UCC Judgment Lien No. 13-7367942092 filed 7/1/2013. Collateral: All property subject to enforcement of a money judgment against ASR to which a judgment lien on personal property may attach under Section 697.530 of the Code of Civil Procedure.</p> <p>Notice of Lien/Attachment - Enforcement of Judgment filed June 27, 2013 against ASR in pending lawsuit: Riverside County Superior Court, <u>ASR Constructors, Inc. v. MG Lighting & Electric</u>, Case No. RIC1115599</p> <p>In addition, on its Proof of Claim (Claim #10 on ASRs' Claims Register), ICW indicated the additional liens:</p> <p>Abstract of Judgment recorded 6/27/2013 in the County of Riverside, Recording No. 2013-0309745.</p> <p>Abstract of Judgment recorded 6/27/2013 in the County of San Bernardino, Recording No. 2013-0286459.</p> <p>Notice of Judgment Lien with the California Secretary of State on 6/4/2013, Filing No. 13-7364216801 and corrected on 7/1/2013, Filing No. 1373759587</p> <p>This lien was obtained within 90 days of the ASR Petition Date and may be avoidable pursuant to 11 U.S.C. §547.</p>	\$505,231.00
Employment Development Department	Notice of State Tax Lien filed 7/10/2013, Filing No. 13-7369135684	\$6,155.71

5. ASR – Other Obligations

In its Schedules, ASR listed Priority Tax Claims of approximately \$145,000, and General Unsecured Claims of approximately \$9,600,000, which includes an Intercompany Claim owed to Meridian of \$165,260.35 arising from a promissory note.

6. Meridian – Background, Business Operations and Major Assets

Meridian is in the business of real estate and as of its Petition Date owned the Meridian Properties as follows:

1 • Wilson Property consisting of a light industrial building located at: 5230 Wilson
2 Street, Riverside, California with a value of approximately \$3,150,000. The Wilson Property
3 was encumbered by liens totaling of approximately \$2,869,134.96 consisting of the following:
4 Zions: \$518,213.07; CDC Small Business: \$451,104.23; Federal (cross-collateralized by the
5 other Meridian Properties as well as the assets of ASR and Inland) and Berkley (cross-
6 collateralized by the assets of ASR and Inland). As of Meridian's Petition Date, the Wilson
7 Property was rented by ASR on a month to month tenancy. On October 30, 2013, Meridian filed
8 a motion with the Court (docket 8 on Meridian's case docket) for approval of the sale of the
9 Wilson Property. On December 17, 2013, the Court entered its order (docket 39) authorizing the
10 sale of the Wilson Property for a purchase price of \$3,150,000. Escrow on this sale has closed.
11 Through this sale, the Claims of Zions and CDC Small Business were paid. The Disputed Claims
12 of Federal, Berkley, ICW and Gotte have attached to the proceeds of the sale pending further
13 agreement with the Creditors or further Court Order.

14 • The Perris Property consisting of two parcels of vacant land located in the city of
15 Perris, County of Riverside, CA: Parcel Nos.: 317-270-001 (10.09 acres) and 317-270-012 (9.66
16 acres) with a value of approximately \$470,000. The Perris Property is subject to the cross-
17 collateralized lien in favor of Federal. Meridian has employed Delmar Commercial Real Estate
18 Services, Inc. to market the Perris Property for sale at listing price of \$999,000.

19 • The San Bernardino Property consisting of two parcels of vacant land located in
20 the city of San Bernardino, County of San Bernardino, CA: Parcel Nos.: 0142-042-01 (1.889
21 acres) and 0269-271-17 (1.3 acres) with a value of \$240,000. The San Bernardino Property is
22 subject to the cross-collateralized lien in favor of Federal. Meridian has employed Delmar
23 Commercial Real Estate Services, Inc. to market the San Bernardino Property for sale at listing
24 price of \$417,000.

25 • The Phelan Property consisting of a single family residence located at 3758
26 Kreuer Rd, Phelan, CA 92371: Parcel No.: 3098-051-14 (5 acres) with a value of \$80,363. The
27 Phelan Property was subject to the cross-collateralized lien in favor of Federal. On June 30,
28 2014, Meridian filed a motion with the Court (docket 289) for approval of the sale of the Phelan

Property. On August 8, 2014, the Court entered its order (docket 304) authorizing the sale of the Phelan Property for a purchase price of \$59,000. Escrow on this sale has closed. The Disputed Claims of Federal and Berkley have attached to the proceeds of the sale pending further agreement with the Creditor or further Court Order.

The Federal and Berkley liens (consisting of deeds of trust and UCC-1 filings) impacting Meridian's assets were provided as part of agreements with Federal and Berkley to provide funding for completion of ASR projects, to secure obligations owed to Federal and Berkley under indemnity agreements signed by Meridian and otherwise and to forbear from enforcement of remedies available for default.

In addition to the Meridian Properties describe above, an asset of the Meridian Estate is a rent receivable owed Meridian by ASR in the amount of \$153,473.65.

7. Meridian – Secured Obligations as of its Petition Date

The following chart summarizes Meridian's Secured obligations as of its Petition Date:

<u>Creditor</u>	<u>Claim Description</u>	<u>Claim Amount</u>
Zions	Loan No. XXXX 9001 Claim is secured by a first priority lien against the Wilson Property Deed of Trust recorded 10/31/2012 Recording #2002-624528 This Claim was paid through the sale of the Wilson Property.	\$518,213.07
CDC Small Business	SBA Loan XXXX 4001 Claim is secured by a second priority lien against the Wilson Property Deed of Trust recorded 11/27/2002 Recording #2002-706931 This Claim was paid through the sale of the Wilson Property.	\$451,104.23

<u>Creditor</u>	<u>Claim Description</u>	<u>Claim Amount</u>
Federal	<p>Wilson Property - Deed of Trust recorded 3/18/2013, Recording #2013-0128763. The lien attaches to the proceeds of the sale of the Wilson Property pending resolution of the lien in the Gotte Avoidance Action.</p> <p>Perris Property - Deed of Trust recorded 3/18/2013, Recording #s 2013-0128764 and 2013-0128765</p> <p>San Bernardino Property - Deed of Trust recorded 3/20/2013, Recording #s 2013-0116066 and 2013-0116067</p> <p>Phelan Property - Deed of Trust recorded 3/20/2013, Recording # 2013-0116068</p> <p>UCC-1 Filing No. 12-7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-73513989 filed 3/6/13. Collateral: blanket lien on assets. Claim is also secured by liens against property owned by ASR, Inland, Agua Mansa Investment Partners, LLC and Smokey Mountain Insurance Company.</p>	\$6,775,680.13
Berkley	<p>Wilson Property - Deed of Trust recorded 9/26/2013 Recording #2013-0465397. The lien attaches to the proceeds of the sale of the Wilson Property pending resolution of the lien in the Gotte Avoidance Action.</p> <p>UCC-1 Filing No. 13-7366919227 filed 6/26/2013. Collateral: blanket lien on assets. Claim is also secured by liens against non-estate property owned by ASR and Inland.</p>	\$15,571,500.00
Riverside County Treasurer and Tax Collector	<p>Secured real property taxes related to Meridian's real property located in Riverside County for 2013-2014:</p> <p>Wilson Property: \$19,739.72 (was paid through the sale of the Wilson Property)</p> <p>Perris Property: APN #317-270-001: \$2,932.04 APN #317-270-012: \$2,809.70</p>	\$25,481.46

<u>Creditor</u>	<u>Claim Description</u>	<u>Claim Amount</u>
San Bernardino County Treasurer and Tax Collector	Secured real property taxes related to Meridian's real property located in San Bernardino County for 2013-2014: Phelan Property: \$1,048.49 San Bernardino Property: APN #: 0142-042-01: \$4,397.68 APN #: 0269-271-17-00: \$3,027.98	\$8,474.15

8. Meridian – Other Obligations

In its Schedules, Meridian listed no Priority Claims. Meridian listed in its Schedules one General Unsecured Claim consisting of an Intercompany Claim of approximately \$1,020,981.96 arising from a promissory note owed to ASR.

9. Inland – Background, Business Operations and Major Assets

Inland is in the business of machinery and equipment rental. ASR rents machinery and equipment from Inland as necessary for its various construction projects. Prior to the commencement of its bankruptcy case, on October 16, 2013, with Federal's consent, Inland engaged Ritchie Bros. Auctioneers to conduct an auction sale of Inland's machinery and equipment. The gross sale proceeds were approximately \$368,155. After payment of the auctioneer commission of 9% and the auctioneer's expenses, the net auction proceeds are estimated to be approximately \$326,000. Inland's net auction proceeds and remaining machinery equipment are subject to the liens of Federal and Berkley. The Federal and Berkley liens (consisting of UCC-1 filings) impacting Inland's assets were provided as part of agreements with Federal and Berkley to provide funding for completion of ASR projects, to secure obligations owed to Federal and Berkley under indemnity agreements signed by Inland and to forbear from enforcement of remedies available for default.

During the Case, Inland has moved forward to conduct orderly sales of its machinery and equipment. Pursuant to Court orders entered on March 19, 2014 (docket 251), September 29, 2014 (docket 34) and December 9, 2014 (docket 397) ("Third Auction Order"), Inland was authorized to conduct three auction sales of rental machinery and equipment that was no longer

needed in the operation of its business. The funds from Inland's auction sales⁹ are being held in a segregated account subject to the liens of Federal. The items sold did not include all of Inland's machinery and equipment as some of it is still being utilized by ASR in the completion of pending projects. Once pending ASR projects are completed, pursuant to the Third Auction Order, Inland has been authorized and intends to sell its remaining machinery and equipment. Inland's remaining machinery and equipment has a possible value of approximately \$200,000 but the value will depend on the ultimate sale prices achieved through the final auction sale.

In addition to its auction proceeds and remaining machinery and equipment as described above, assets of the Inland Estate are its general trade receivables of approximately \$.00 (amount listed in its November 30, 2014 Monthly Operating Report), and an Intercompany Claim owed to Inland by ASR of approximately \$553,967.99.

10. Inland – Secured Obligations as of its Petition Date

The following chart summarizes Inland's Secured obligations as of its Petition Date:

<u>Creditor</u>	<u>Claim Description</u>	<u>Claim Amount</u>
Federal	UCC-1 Filing No. 12-7339143518 filed 11/28/12; Amendment No. 13-73536425 filed 3/22/13; Amendment No. 13-73522998 filed 3/15/13; Amendment No. 13-73517704 filed 3/11/13 and Amendment No. 13-73513989 filed 3/6/13 Collateral: blanket lien on assets. Claim is also secured by liens against non-estate property owned by ASR, Meridian, Agua Mansa Investment Partners, LLC and Smokey Mountain Insurance Company.	\$6,775,680.13
Berkley	Collateral: blanket lien on assets. Claim is also secured by liens against property owned by ASR and Meridian.	\$15,571,500.00

⁹ The first Inland auction sale generated net proceeds of approximately \$320,000, the second sale generated gross sale proceeds of approximately \$360,000 and the third auction sale generated gross proceeds of approximately \$118,129.40. Prior to the Petition Date, Inland conduct another auction sale of machinery and equipment and generated net sale proceeds of approximately \$326,000.

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3 **11. Inland – Other Obligations**

4 In its Schedules, Inland listed one Priority Tax Claim of approximately \$57,039.18 owed
5 to the Riverside County Treasurer and Tax Collector related to unsecured property taxes for the
6 July 1, 2013 through June 30, 2014. The State Board of Equalization has filed a proof of claim
7 asserting a priority unsecured claim in the amount of \$103,656.77. In its Schedules, Inland listed
8 General Unsecured Claims of \$367,473.13 consisting of (i) an Intercompany Claim arising from
9 a promissory note owed to ASR of \$181,530.24, and (ii) a Claim owed to insider Marc Berry
10 arising from a promissory note in the amount of \$185,942.89.

11 **B. Events Leading to Bankruptcy Filings**

12 With the downturn in the economy, ASR suffered crippling cash flow problems. ASR
13 also incurred significant legal fees and expenses related to the defense of multiple collection
14 lawsuits that have been filed against ASR, a few of which Meridian and Inland had been named
15 as co-defendants. However, one of the principal factors for the filing of the Cases was the Gotte
16 Judgment (total of approximately \$6,655,486.47) being asserted against ASR's contractors'
17 license by Gotte. Specifically, ASR received a notice from the State Contractors' License Board
18 ("Board") advising that the ASR was required to submit to the Board by September 22, 2013
19 either (i) proof that Gotte Judgment had been paid, or (ii) proof of ASR's bankruptcy filing. In
20 addition, following entry of the Gotte Judgment, Gotte filed the Gotte Avoidance Action
21 (originally filed in the Riverside Superior Court but removed to the Bankruptcy Court after
22 ASR's Petition Date) seeking recovery of alleged fraudulent transfers (including the Federal Pre-
23 Petition Liens).

24 As ASR did not have the funds to pay the disputed Gotte Judgment and the Gotte
25 Avoidance Action was impacting each of the Debtors, it was determined that the best way to
26 maximize everyone's recovery was for the Debtors to file their respective Cases so that (i) ASR
27 could move forward with the completion of pending jobs, (ii) Meridian and Inland could move
28

forward to conduct orderly sales of their respective assets, and (iii) each of the Debtors could wind down their affairs in an orderly fashion.

C. Significant Events During the Case

The following is a list of significant events which have occurred during the Cases:

1. Bankruptcy Proceedings

Filing of Schedules

ASR filed its Schedules on October 1, 2013. Meridian and Inland filed their Schedules on October 23, 2013.

Employment Of Professionals

The Debtors have employed the following Professionals in their Cases:

- Shulman Hodges & Bastian LLP as general counsel.
- Rogers Anderson Malody & Scott LLP CPA as their accountants.
- Lester & Cantrell LLP as special litigation counsel for ASR.
- John D. Mannerino as general business counsel for ASR for one month of service only.
- Delmar Commercial Real Estate Services, Inc. as real estate broker for Meridian.

Bar Date To File Proofs of Claim or Interests

Pursuant to Court order entered on December 17, 2013 (docket 161), **February 7, 2014** has been set as the deadline for filing Proofs of Claim or interest in these Cases.

Meeting of Creditors

ASR's Section 341(a) Meeting of Creditors was held before the UST and concluded on October 30, 2013.

Meridian's Section 341(a) Meeting of Creditors was held before the UST and concluded on December 4, 2013

Inland's Section 341(a) Meeting of Creditors was held before the UST and concluded on December 5, 2013.

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ASR Wage Motion

On September 25, 2013, ASR filed its Emergency Motion for Order Authorizing Payment of Prepetition Employee Wages, Benefits and Associated Expenses and Granting Related Relief (“Wage Motion”) (docket 8) seeking authority to honor all prepetition employee wages and benefits, including paid time off and health benefits, that accrued prior to ASR’s Petition Date in the ordinary course of business. The Wage Motion was granted pursuant to Court orders entered on October 2, 2013 (docket 27) and December 17, 2013 (docket 160).

ASR Insurance Premium Financing Motion

On October 16, 2013, ASR filed its Motion for Order Authorizing Debtor to Enter Into Insurance Premium Finance Agreement and Granting of Security Interests (“Insurance Premium Motion”) (docket 47) seeking approval of premium financing arrangements with First Insurance Funding Corp to pay premiums for its (i) employment practices liability policy which includes directors and officers liability and (ii) general liability and excess liability policies. The Insurance Premium Motion was granted pursuant to Court order entered on November 27, 2013 (docket 129).

First Berkley Stipulation

On November 15, 2013, ASR filed its Motion to Approve Stipulation with Berkley Regional Insurance Company to Modify the Automatic Stay, to Authorize the Use of Cash Collateral, and to Authorize Post-Petition Financing (“Berkley Motion”) (docket 99). By the Berkley Motion, ASR sought approval of that certain Stipulation with Berkley Regional Insurance Company to Modify the Automatic Stay, to Authorize the Use of Cash Collateral, and to Authorize Post-Petition Financing (“Berkley Stipulation”). The terms of the Berkley Stipulation allow Berkley to collect on certain fund control accounts held jointly by Berkley and ASR as such accounts have been assigned to Berkley and for Berkley to proceed with any rights it has under its General Agreement of Indemnity and Payment and Performance Bonds to complete all of ASR’s remaining projects and collect all accounts receivable on such projects. The Berkley Stipulation further (i) allows ASR to use any alleged cash collateral of Berkley pursuant to a proposed budget, and (ii) authorizes Berkley to provide post-petition financing if

1 there is a shortfall beyond the estimates contained in the budget. The Berkley Motion and
2 Berkley Stipulation, as amended (docket 123), were approved pursuant to Court order entered on
3 November 26, 2013 (docket 125).

4 **Meridian's Sale of the Wilson Property**

5 On October 29, 2013, Meridian filed its Motion for Order: Approving the Sale of Real
6 Property Free and Clear of All Liens, Claims and Encumbrance Pursuant to 11 U.S.C. Section
7 363(b)(1) and (f); Approving Payment of Real Estate Commission ("Wilson Property Sale
8 Motion") (docket 8 on Meridian's Court docket). Pursuant to Court order entered on December
9 17, 2014 ("Wilson Sale Order") (docket 39), Meridian was given authority to conduct a sale of
10 the Wilson Property to Ted Honcharik and/or his assignee for a purchase price of \$3,150,000.
11 Escrow on this sale has closed. Through this sale, the Claims of Zions and CDC Small Business
12 were paid. The Disputed Claims of Federal, Berkley, ICW and Gotte have attached to the
13 proceeds of the sale pending further agreement with the Creditors or further Court Order.

14 **Meridian's Sale of the Phelan Property**

15 On June 30, 2014, Meridian filed its Motion for Order: Approving the Sale of Real
16 Property Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. Section
17 363(b)(1) and (f); Approving Payment of Real Estate Commission ("Phelan Property Sale
18 Motion") (docket 289). Pursuant to Court order entered on August 8, 2014, ("Phelan Sale
19 Order") (docket 304), Meridian was given authority to conduct a sale of the Phelan Property to
20 Dean S. Thompson and David J. Thompson for a purchase price of \$59,000. Escrow on this sale
21 has closed. Through this sale, the Disputed Claim of Federal has attached to the proceeds of the
22 sale pending further agreement with the Creditor or further Court Order.

23 **ASR Litigation Settlement – ABC Unified School District**

24 On December 30, 2013, ASR filed is Motion for Order Approving Settlement and
25 Compromise of Disputes Between the Debtor in Possession and ABC Unified School District
26 ("ABC Settlement Motion") (docket 180). Prior to ASR's Petition Date, ASR commenced an
27 action against the ABC Unified School District ("ABC District") for breach of contract and
28 violation of the Public Contract Code relating to a construction project known as FeddeMiddle

1 School Sports Complex. During the Cases, ASR and the ABC District reached the terms of a
2 Release and Settlement Agreement whereby the ABC District will pay ASR \$6,500 in full
3 resolution of all claims. The ABC Settlement Motion was approved pursuant to an order entered
4 on January 30, 2014 (docket 221).

5 **ASR Litigation Settlement – Helendale School District**

6 On December 30, 2013, ASR filed its ASR filed is Motion for Order Approving
7 Settlement and Compromise of Disputes Between the Debtor in Possession and Helendale
8 School District (“Helendale Settlement Motion”) (docket 182). Prior to ASR’s Petition Date,
9 ASR commenced an action against the Helendale School District (“Helendale District”) for
10 breach of contract and violation of the Public Contract Code relating to a construction project
11 known as Rivers Edge Middle School Helendale School District (“Helendale Project”). During
12 the Cases, ASR and the Helendale District reached the terms of a Settlement Agreement and
13 Release whereby the Helendale District will use any money not paid to ASR to complete the
14 Helendale Project and the parties will otherwise release one another from all claims. The
15 Helendale Settlement Motion was approved pursuant to an order entered on January 30, 2014
16 (docket 220).

17 **ASR Stipulation for Relief From Stay – Eric L. Oesterblad**

18 On November 5, 2013, ASR filed its Motion to Approve Stipulation With Eric L.
19 Oesterblad for Relief From the Automatic Stay as to Action in Non-Bankruptcy Forum
20 (“Oesterblad Motion”) (docket 83). Prior to ASR’s Petition Date, Eric L. Oesterblad
21 commenced an action against ASR and others (Case No. RIC 1202102 in the County of
22 Riverside Superior Court) for various wrongful termination causes of action, including failing to
23 pay overtime wages and discrimination. During the Cases, ASR and Mr. Oesterblad entered into
24 a Stipulation for Relief from the Automatic Stay as to Action in Non-Bankruptcy Forum
25 (“Oesterblad Stipulation”) the terms of which allow the litigation to continue and if Mr.
26 Oesterblad is successful in obtaining a judgment against ASR, he will seek recovery only from
27 the ASR’s insurance policies. Mr. Oesterblad further agreed to waive any Claims he may have
28

ASR. The Oesterblad Motion and underlying Oesterblad Stipulation were approved pursuant to Court order entered on December 20, 2013 (docket 172).

ASR Stipulation for Relief From Stay and Settlement – MG Lighting & Electric, Inc.

On December 19, 2013, ASR filed its Motion to Approve Stipulation With MG Lighting & Electric, Inc., for Relief From the Automatic Stay as to Action in Non-Bankruptcy Forum and to Approve Settlement (“MG Lighting Motion”) (docket 166). Prior to ASR’s Petition Date, MG Lighting & Electric, Inc. (“MG Lighting”) commenced an action against ASR and others (Case No. Case No. RIC 1115599 in the County of Riverside Superior Court) for various breaches of contract on a project on which ASR is the general contractor. During the Cases, ASR and MG Lighting reached a settlement whereby the parties entered into a Stipulation for Relief from the Automatic Stay as to Action in Non-Bankruptcy Forum (“MG Lighting Stay Stipulation”) which would allow the litigation to continue and all the parties to enter into a certain Settlement Agreement and Release and related amendments (“MG Lighting Settlement Stipulation”) to fully resolve the pending litigation. Under the settlement ASR is released from all Claims and one of ASR’s insurers/sureties (Federal or American Contractors Indemnity Company) would pay to MG Lighting the settlement amount of \$21,000. The MG Lighting Motion and underlying MG Lighting Stay Stipulation and MG Lighting Settlement Stipulation were approved pursuant to Court order entered on January 21, 2014 (docket 211).

ASR Stipulation for Relief From Stay– Waterworks Industries, Inc.

On November 15, 2013, ASR filed its Motion to Approve the Stipulation Re: Waterworks Industries, Inc. for Relief From the Automatic Stay as to Action in Non-Bankruptcy Forum (“Waterworks Motion”) (docket 97). Prior to ASR’s Petition Date, Waterworks Industries, Inc. (“Waterworks”) filed a state court action (Case No. INC 1300420 in the County of Riverside Superior Court) alleging various breach of contract and other related causes of action against ASR, Federal, and the owner of the subject ASR project, the City of Palm Desert. Pursuant to a stop notice filed in November of 2011, the City of Palm Desert withheld contract balances. ASR voluntarily defaulted and assigned the project contract balances to Federal

pursuant to Federal's rights under a general indemnity agreement and its performance and payment bonds. On or about February, 19, 2013, the City of Palm Desert filed a cross-complaint in interpleader, seeking to interplead the funds held as a result of Waterworks' stop payment notice and naming Waterworks and the ASR as cross-defendants. During the Cases, ASR and Federal entered into a Stipulation for Relief from the Automatic Stay as to Action in Non-Bankruptcy Forum ("Waterworks Stipulation") the terms of which allow the litigation to continue as to Federal and Waterworks in order to determine to whom the interplead funds will be paid and any additional recoveries. While ASR and Federal understand that relief from stay is not technically necessary because they are not seeking the stay to be lifted as to ASR, the Riverside Superior Court required an order of the Bankruptcy Court confirming that the litigation may go forward as to Federal and Waterworks. ASR believed it was in the best interest of its Estate to enter into the Waterworks Stipulation so the litigation could be resolved, thus reducing Federal's litigation costs and Claim in the Case. The Waterworks Motion and Waterworks Stipulation were approved pursuant to Court order entered on December 20, 2013 (docket 171).

ASR Notice of Abandonment - Kennedy & Sharp Litigation

On December 30, 2013, ASR filed its Notice of Abandonment of Certain Personal Property (Litigation Pending Against Kennedy & Sharp Insurance and Ramie Balan) ("Kennedy & Sharp Litigation") (docket 184). ASR intends to abandon the Estate's right, title and interest in the Kennedy & Sharp Litigation pending in the San Bernardino County Superior Court and styled ASR Constructors, Inc. v. Kennedy & Sharp Insurance, Inc. and Ramie Balan, Case No. CIVDS1211951, as it has no beneficial equity for the Estates after taking into account the overly burdensome costs required to litigate and liquidate the matter. ASR believes that the cost to prosecute the Kennedy & Sharp will outweigh any potential benefit to the Estates and ASR does not have the resources to fully and properly litigate the matter. In addition, ASR is unable to prosecute the Kennedy & Sharp Litigation because ASR's motion to approve the employment of special counsel on an hourly basis for matter was denied based upon the objection of the UST. ASR's pre-petition counsel was not willing to prosecute the Kennedy & Sharp Litigation on a contingency basis and ASR does not have funds available to hire new counsel to take over and

1 prosecute Kennedy & Sharp Litigation. As such, ASR believes the cost of prosecution
2 outweighs the value and believes that the proposed abandonment of the Kennedy & Sharp
3 Litigation is in the best interest of the Estates and Creditors.

4 **ASR Notice of Abandonment - Zarb Electronics Litigation**

5 On December 30, 2013, ASR filed its Notice of Abandonment of Certain Personal
6 Property (Litigation Pending Against Zarb Electronics, Inc. and Douglas M. Zarb) ("Zarb
7 Electronics Litigation") (docket 179). ASR intends to abandon the Estate's right, title and
8 interest in the Zarb Electronics Litigation pending in the Riverside County Superior Court and
9 styled Essco Wholesale Electric v. Zarb Electronics, Inc. County of Riverside, ASR
10 Constructors, Inc. and Federal Insurance Company and related cross-action Case No.
11 RIC1201896, as it has no beneficial equity for the Estates after taking into account the overly
12 burdensome costs required to litigate and liquidate the matter. ASR believes that the cost to
13 prosecute the Zarb Electronics Litigation will outweigh any potential benefit to the Estates and
14 ASR does not have the resources to fully and properly litigate the matter. In addition, ASR is
15 unable to prosecute the Zarb Electronics Litigation because ASR's motion to approve the
16 employment of special counsel on an hourly basis for matter was denied based upon the
17 objection of the UST. ASR's pre-petition counsel was not willing to prosecute the Zarb
18 Electronics Litigation on a contingency basis and ASR does not have funds available to hire new
19 counsel to take over and prosecute Zarb Electronics Litigation. As such, ASR believes the cost
20 of prosecution outweighs the value and believes that the proposed abandonment of the Zarb
21 Electronics Litigation is in the best interest of the Estates and Creditors.

22 **ASR Rejection of Lease with De Lage Landen Financial Services**

23 On January 7, 2013, ASR filed is Motion For Order: (1) Authorizing ASR Constructors,
24 Inc. to Terminate and Reject Certain Equipment Lease; and (2) Setting Deadline for Filing
25 Proofs of Claim Arising From the Termination and Rejection of the Rejected Lease ("De Lage
26 Rejection Motion") (docket 193) seeking to reject as of ASR's Petition Date a Savin copier
27 leased from De Lage Landen Financial Services, Inc., described as follows: Savin copier and
28 related equipment: Copier Model No. 9080; Serial No. V7105100266 SR 4050 3000 Sheet

Finisher; Serial No. V6800100071; 2/3 Hole Punch Kit Type 1075; Serial No. 0003700749;
Lease No. XXX 1981. The De Lage Rejection Motion was approved pursuant to Court order
entered on February 21, 2014 (docket 229).

Motion to Extend the Exclusivity Periods

On January 21, 2014, the Debtors filed their Motion for an Order Granting an Extension
of the Plan Exclusivity Periods Pursuant to Bankruptcy Code Section 1121(d) (“Exclusivity
Motion”) (docket 213). Specifically, the Debtors sought a Court order which (1) extended the
exclusive period within which the Debtors may file a plan of reorganization under Bankruptcy
Code Sections 1121(b) and 1121(c)(2) through and including April 21, 2014, and (2) extended
the exclusive period within which the Debtors may solicit acceptances to a plan pursuant under
Bankruptcy Code Section 1121(c)(3) through and including June 20, 2014. The Exclusivity
Motion was granted pursuant to Court order entered on February 24, 2014 (docket 231).

Application to Employ Broker for Meridian’s Remaining Properties

On March 25, 2014, Meridian filed its Application to Employ Delmar Commercial Real
Estate Services, Inc., as Real Estate Broker (“Broker Employment Application”) (docket 255) to
assist with the marking of sale of the Perris Property, the San Bernardino Property and the
Phelan Property (the Phelan Property has since been sold as set forth above). The Broker
Employment Application was approved pursuant to Court order entered on April 25, 2014
(docket 273).

Cash Collateral Motion and Cash Collateral Stipulation

On August 19, 2014, the Debtors filed their Motion for Order Authorizing Use of Cash
Collateral (“Cash Collateral Motion”) (docket 306). Through the Cash Collateral Motion, the
Debtors sought authority to use some of Federal’s cash collateral in the form of the proceeds
from the sale of the Meridian’s real properties and Inland’s assets to pay overhead expenses of
ASR to allow ASR to complete its remaining projects and preserve the remaining assets of all the
Debtors pursuant to a Proposed Budget. An opposition to the Cash Collateral Motion was filed
by Federal. The Debtors, Federal and Berkley resolved disputes related to the use of cash
collateral and the Cash Collateral Motion and entered into that certain Stipulation Between the

Debtors, Federal Insurance Company and Berkley Regional Insurance Resolving Debtors' Motion for Use of Cash Collateral which was filed with the Court on October 28, 2014 (docket 375) ("Cash Collateral Stipulation"). The Cash Collateral Stipulation was approved by Court order entered on October 31, 2014 (docket 376). The Cash Collateral Stipulation provides for the following:

1. ASR may use the Adelanto Surplus only to pay the overhead expenses of ASR in the specific categories and line items as set forth in the Budget in the lesser amount of (1) the budgeted amount with an allowed variance of no more than 10% per line item and (2) the percent of ASR's actual monthly expenditure by line item applicable to Federal under the Budget. ASR may only use the Sale Proceeds Cash Collateral as may be ordered by the Bankruptcy Court in connection with the Cash Collateral Motion. Berkley agrees to advance to ASR such additional funds necessary in Berkley's absolute and sole discretion to complete the Projects, including as necessary to fund overhead expenses of ASR as set forth in the Budget pertaining to the Adelanto Project and the Adelanto Surplus. Nothing in this Stipulation shall affect the terms of the Previous Stipulation which remain fully enforceable and any and all rights Berkley has as to the Adelanto Project and the Barstow Wellness Project will not be affected by the terms of the Cash Stipulation. Federal does not consent to any other use of cash collateral.

2. In addition to the rights Berkley currently enjoys as surety with respect to the Adelanto Project, and notwithstanding any dispute or claim which may exist with respect to the Berkley Pre-Petition Lien, Berkley was further granted a first priority security interest in the Adelanto Surplus to the limited extent Berkley provides financing to ASR that is actually used by ASR to pay overhead expenses of ASR (1) in the specific categories, line items and amounts as set forth in the Budget with an allowed variance of no more than 10% per line item and (2) for which overhead expenses ASR would otherwise have authority under the Cash Collateral Stipulation to use the Adelanto Surplus. Federal subordinated the Federal Pre-Petition Lien against any proceeds received on account of the Adelanto Project, including the Adelanto Surplus, to the Berkley Adelanto Lien. Federal did not consent to any other subordination of its rights.

Surcharge Motion

On August 19, 2014, the Debtors filed a Motion for Order Authorizing Surcharge of Collateral Pursuant to 11 U.S.C. §506(c) ("Surcharge Motion") (docket 308) seeking a \$420,000 surcharge of Federal's first priority lien against Federal's collateral to cover the costs and expenses incurred by the Debtors' professionals and for expenses incurred by the Debtors to preserve and realize value in Federal's collateral. An opposition to the Surcharge Motion was filed by Federal. The Debtors and Federal resolved disputes related to Surcharge Motion and entered into that certain Stipulation Between the Debtors and Federal Insurance Company Resolving Debtors' Motion for Order Authorizing Surcharge of Collateral Pursuant to 11 U.S.C. 506(c) which was filed with the Court on November 6, 2014 (docket 379) ("Surcharge Stipulation"). The Surcharge Stipulation was approved by Court order entered on November 10, 2014 (docket 382). The Plan does not alter or impact the rights of Federal and the Debtors under the Surcharge Stipulation or any of the provisions of the Surcharge Stipulation.

Fee Applications

Pursuant to Court order entered on November 10, 2014 (docket 383), compensation for professional services rendered and reimbursement of expenses were approved and authorized to be paid:

<u>Professional</u>		<u>Fees Allowed</u>	<u>Expenses Allowed</u>	<u>Total Allowed</u>	<u>Less Payments Received</u>	<u>Balance Due on Prior Award</u>
Shulman Hodges & Bastian LLP Attorneys for the Debtors	ASR: Meridian: Inland: Total:	\$177,619 \$38,624 \$39,191.50 \$255,434.50	\$19,923.36 \$6,922.91 \$10,706.75 \$37,553.02	\$197,542.36 \$45,546.91 \$49,898.25 \$292,987.52	\$197,542.36 \$45,546.91 \$49,898.25 \$292,987.52	\$0.00 \$0.00 \$0.00 \$0.00
Rogers, Anderson, Malody & Scott LLP, CPAS, Accountants for the Debtors	ASR: Meridian: Inland: Total:	\$62,462.63 \$3,288.50 \$11,622.55 \$77,373.68	\$0.00	\$62,462.63 \$3,288.50 \$11,622.55 \$77,373.68	(\$62,462.63) (\$3,288.50) (\$11,622.55) (\$77,373.68)	\$0.00 \$0.00 \$0.00 \$0.00

Lester & Cantrell LLP Special Litigation Counsel for the ASR Constructors, Inc.	ASR:	\$3,840	\$214.96	\$4,054.96	(\$4,054.96)	\$0.00
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Mediation With the Barstow Community College District

On December 17, 2014, mediation was held with Federal and Barstow Community College District (“District”) related to claims associated with the ASR’s project known as the “Barstow Performing Arts Center” (“Barstow Project”) including claims for amounts that are owed to ASR for the Barstow Project. A settlement was not reached at the mediation and Federal has made a demand for arbitration of the disputes related to the Barstow Project under the terms of the underlying agreement with the District. The District is expected to aggressively defend against the claims for the amounts owed for ASR’s work at the Barstow Project and is asserting that it has liquidated damages in a substantial sum. The arbitration may take up to six months to complete, which may delay resolution of matters impacting Federal’s claim in Debtors’ bankruptcy cases.

Agreement for Prosecution and Defense of the Gotte Avoidance Action

By operation of law including Bankruptcy Code Section 541, the Causes of Action which are the subject of the Gotte Avoidance Action became property of the Debtors’ Estates when their bankruptcy cases were filed. As such, in their capacity as Debtors in Possession for their respective Estates, the Debtors are now the real plaintiff parties in interest to prosecute the matter. However, the Debtors do not have unencumbered funds to prosecute the claims that the subject of the Gotte Avoidance Action and also have concerns regarding the viability of these Causes of Action. Further, the Debtors believe that ultimately the issues raised in the Gotte Avoidance Action present a dispute between Gotte and Federal. Gotte desires to continue prosecution of the Gotte Avoidance Action as any benefit achieved in favor of the Debtors’ Estate will benefit Gotte, one of the largest creditors of the ASR Estate. As such, under the Plan, prosecution and defense of the Gotte Avoidance Action will be assigned to and undertaken by Gotte.

2. **Other Legal Proceedings**

As of the Petition Date, the Debtors were involved in the following nonbankruptcy legal proceedings. However, the filing of the Chapter 11 Cases invoked an automatic stay pursuant to Section 362 of the Bankruptcy Code which effectively stayed any litigation pending against the Debtors on their Petition Dates, and any litigation that could have been filed against the Debtors prior to the Petition Dates. All Creditors have been stayed from enforcing any pre-petition Claims they may have against the Debtor.

a. **Gotte State Court Action and Gotte Avoidance Action**

Prior to the Debtors' Petition Dates, the Debtors and Gotte were parties to the following lawsuits: (i) the Gotte State Court Action commenced in the Riverside Superior Court styled Gotte Electric, Inc. v. ASR Constructors, Inc., Federal Insurance Company, Vigilant Insurance Company, Rubidoux Surety and related cross actions, Case No. RIC 529002 consolidated with RIC 530002, and (ii) the Gotte Avoidance Action commenced in the Riverside Superior Court styled Gotte Electric, Inc. v. ASR Constructors, Inc., Federal Insurance Company, Another Meridian, LLC and Inland Machinery, Inc., Case No. RIC 1310089, which has been removed to the Bankruptcy Court and which is now pending as Adversary Case No. 6:13-ap-01402-MH.

One of the principal factors for the filing of the bankruptcy Cases was the Gotte Judgment being asserted against ASR's contractors' license. Following entry of the Gotte Judgment against ASR, Gotte filed a second lawsuit that was commenced in the Riverside Superior Court, styled Gotte Electric, Inc. v. ASR Constructors, Inc., Federal Insurance Company, Another Meridian, LLC and Inland Machinery, Inc., Case No. RIC 1310089 seeking recovery of alleged fraudulent transfers. ASR has removed this second lawsuit to the Bankruptcy Court, which is now pending as Adversary Case No. 6:13-ap-01402-MH ("Gotte Avoidance Action"). On December 26, 2013, the Debtors filed their answer to the complaint in the Gotte Avoidance Action. Concurrent with the defense of the claims asserted, the Debtors intend to explore settlement of the Gotte Avoidance Action. In fact, the parties to the Gotte Avoidance Action have met and conferred to discuss engaging in informal discovery and settlement discussions. ASR and Federal believe they have meritorious defenses to the Gotte Avoidance

Action and believe that any further litigation will only serve to increase the amount of Federal's claim and thus reduce the recovery to Gotte and other Creditors. As such, Federal has provided Gotte documents supporting its claim and defenses. It is hard to know at this point how much time the parties need for discovery or how long trial will take as the parties are hoping to settle this matter or limit the issues for trial.

b. Other Non-Bankruptcy Litigation

The following is a summary of the unresolved litigation pending as of the commencement of the Debtors' Cases and their current status:

- San Bernardino County Superior Court, Victorville; Wesco Distribution, Inc. v. Nekota Powers, Inc., ASR Constructors, Inc., Barstow Community College District and Berkley Regional Insurance Company and related cross actions, Case No. CIVDS 1213464 (Breach of Contract/Warranty action). This matter was resolved by settlement through which Berkley made payment on account of the settled claims.
- United States District Court, Central District of California, Western Division (Los Angeles); Carpenters Southwest Administrative Corporation and the Board of Trustees for the Carpenters Southwest Trusts v. ASR Constructors, Inc., Alan Lee Regotti, Stacey Deanne Regottie, David Charles Thompson, Patricia Ann Berry and Contractors State License Board, Case No. 5:13-cv-00226-JGB-SP (Damages for failure to pay fringe benefit contributions et al.). ASR has employed Lester & Cantrell LLP as its special counsel to assist in the defense of this litigation.
- Riverside County Superior Court, Indio, Waterworks Industries, Inc. v. ASR Constructors, Inc., the City of Palm Desert and Federal Insurance Company and related cross complaint by the City of Palm Desert, Case No. INC 1300420 (Breach of Contract). Pursuant to the Court Waterworks Stipulation discussed above, the parties have agreed to relief from stay. Federal as the surety may assert the ASR's defenses in the action.
- Riverside County Superior Court, Eric L. Oesterblad v ASR Constructors, Inc., Mark Berry and Alan Regotti, Case No. RIC 1202102 (Wrongful Termination). Pursuant to the Court approved Oesterblad Stipulation discussed above, relief from stay has been granted wherein the plaintiff will seek recovery only against ASR's applicable insurance. The plaintiff has agreed to waive all claims against the Estate.
- Riverside County Superior Court, Kennedy Hills Enterprises, LLC v. ASR Constructors, Inc., Case No. RIC 1215828 (Contract action). Action has been stayed.
- Riverside County Superior Court, Safeco Insurance Company of America v. ASR Constructors, Inc., Case No. RIC 1119695 (Breach of Contract action). Action has been stayed.
- Riverside County Superior Court, Essco Wholesale Electric v. Zarb Electronics, Inc. County of Riverside, ASR Constructors, Inc. and Federal Insurance Company and related cross-action Case No. RIC1201896. As discussed above, ASR has filed an Notice of Abandonment of the cross-claims in this action.

- 1 • Los Angeles Superior Court, ASR Constructors v. ABC Unified School District, Case No. VC061920 (Breach of Contract/Warranty action). As discussed above, during the Cases, ASR and the ABC District reached the terms of a Release and Settlement Agreement whereby the ABC District will pay ASR \$6,500 in full resolution of all claims. The ABC Settlement Motion was approved pursuant to an order entered on January 30, 2014 (docket 221).
- 2
- 3
- 4 • San Bernardino County Superior Court, ASR Constructors, Inc. v. Kennedy & Sharp Insurance, Inc. and Ramie Balan, Case No. CIVDS1211951 (Insurance Coverage, Subrogation). As discussed above, ASR has filed a Notice of Abandonment of the claims in this action.
- 5
- 6
- 7 • Riverside County Superior Court, ASR Constructors, Inc. v. MG Lighting & Electric, Case No. RIC1115599 (Breach of Contract). Subject to Court approval of a stipulation between the parties, the plaintiff will be paid \$21,000 by one of the ASR's insurers/sureties. The plaintiff will release all claims and dismiss the action. Such settlement has been approved pursuant to an order entered on January 21, 2014 (docket no. 211).
- 8
- 9
- 10 • Utah small claims court, ADP Lemco v. ASC Constructors, Inc., Case No. 138300050. Action has been stayed.
- 11
- 12 • San Bernardino County Superior Court, ASR Constructors, Inc. v. Helendale School District, Case No. CIVVS1301148 (Breach of Contract/Warranty). As discussed above, During the Cases, ASR and the Helendale District reached the terms of a Settlement Agreement and Release whereby the Helendale District will use any money not paid to ASR to complete the Helendale Project and the parties will otherwise release one another from all claims. The Helendale Settlement Motion was approved pursuant to an order entered on January 30, 2014 (docket 220).
- 13
- 14
- 15 • State of California Worker's Compensation Appeals Board, Dan Sawyer v. ASR Constructors, Inc., Travelers Indemnity Company of CT., and its Property Casualty Affiliates and Subsidiaries, WCAB Case No. ADJ 7630792. Action has been stayed.
- 16
- 17
- 18 • San Bernardino County Superior Court, Caston, Inc. v. ASR Constructors, Inc., Berkley Regional Insurance Company, Barstow Community College District, Case No. CIVDS1313453 (Breach of Contract). This action was filed after the Petition Dates and has been stayed.
- 19
- 20

21 **D. Actual and Projected Recovery of Preferential Transfers**

22 Other than the Gotte Avoidance Action related to avoidance of the Federal Pre-Petition
23 Liens there have been no fraudulent conveyance or preference actions filed in this Cases.
24 However, the Debtors believe there are Causes of Action to avoid liens granted in favor of (1)
25 Berkley, (2) Gotte, and (3) ICW within ninety days of the Debtors' Petition Dates.

26 The Debtors' Schedules filed with the Court indicated the payments made by the Debtors
27 within the ninety days of the Petition Dates which totaled over \$6,225. Transfers that were made
28 within ninety days prior to the Petition Dates are subject to possible recovery as a preference

1 under Bankruptcy Code Section 547. A complete list of parties that received payments from the
2 Debtors within the ninety days prior to the Petition Dates is attached hereto as **Exhibit 1-A**.
3 The parties appearing on **Exhibit 1-A** may be subject to a fraudulent conveyance and/or
4 preference actions in the event it is determined that the payment received was a fraudulent and/or
5 preferential transfer recoverable by the Debtors, the Disbursing Agent or a subsequent
6 bankruptcy trustee under Bankruptcy Code Sections 510, 542, 543, 544, 545, 547, 548, 549, or
7 550 or under applicable nonbankruptcy law that may be incorporated into or apply to the
8 foregoing sections of the Bankruptcy Code.

9 In addition, the Debtors made payments to insiders within one year of the Petition Dates
10 as indicated in the Debtors' Schedules filed with the Court. These parties may also be subject to
11 a fraudulent conveyance and/or preference action or other claims for relief stemming from the
12 actions that resulted in the losses suffered by Debtors' customers and creditors described above.
13 A complete list of insiders that received payments from the Debtors within one year of the
14 Petition Dates is attached hereto as **Exhibit 1-B**.

15 THE DEBTORS HAVE NOT FULLY REVIEWED WHETHER POST-
16 CONFIRMATION ESTATE CLAIMS EXIST, INCLUDING, WITHOUT LIMITATION,
17 WHETHER OR NOT THERE ARE ANY AVOIDANCE ACTIONS WHICH MAY BE
18 BROUGHT BY THE DISBURSING AGENT AFTER THE EFFECTIVE DATE. THIS
19 INVESTIGATION IS ON-GOING AND WILL OCCUR IN LARGE PART AFTER THE
20 EFFECTIVE DATE. AS A RESULT, CREDITORS AND OTHER PARTIES-IN-INTEREST
21 SHOULD BE, AND ARE PURSUANT TO THE TERMS OF THE PLAN, SPECIFICALLY
22 ADVISED THAT, NOTWITHSTANDING THAT THE EXISTENCE OF ANY PARTICULAR
23 POST-CONFIRMATION ESTATE CLAIM MAY NOT BE LISTED, DISCLOSED, OR SET
24 FORTH HEREIN A POST-CONFIRMATION ESTATE CLAIM MAY BE BROUGHT
25 AGAINST ANY CLAIMANT AT ANY TIME, SUBJECT TO THE BAR DATE
26 LIMITATIONS SET FORTH IN THE PLAN.

27 The Debtors do not anticipate at this time that there will be any recovery of fraudulent
28 and/or preferential transfers. However, the Debtors believe that the pursuit of Causes of Action

to avoid the Federal Pre-Petition Liens, the Berkley Pre-Petition Liens, and the liens recorded by Gotte and ICW prior the Debtors' Petition Dates, if successful, may result in an increased availability of unencumbered funds for payment of Distributions to General Unsecured Claims under the Plan.

E. Procedures Implemented to Resolve Financial Problems

ASR is continuing to move forward with the completion of pending jobs. It is estimated that pending projects will be completed by mid-April 2015. Only after those jobs are complete and the Gotte Avoidance Action is resolved will ASR know the true amount of the claims of Federal. In addition to resolution of the Gotte Avoidance Action, the amount owed to Federal will depend on the collection of accounts receivables, change orders, and equitable claims, which could have a drastic effect on the amount they are owed.

Meridian is continuing to move forward to conduct orderly sales of its real property assets. Meridian obtained Court orders authorizing and has closed on the sale of the Wilson Property for a purchase price of \$3,150,000 (net proceeds of approximately \$1,899,356.64) and the Phelan Property for a purchase price of \$59,000 (net proceeds of approximately \$51,158.88. The other Meridian Properties¹⁰ are being listed for sale and Meridian is evaluating its options as to the disposition of each to garner the most value for the Estates and Creditors.

Inland is continuing to move forward to conduct orderly sales of its machinery and equipment. Pursuant to Court orders entered on March 19, 2014 (docket 251), September 29, 2014 (docket 34) and December 9, 2014 (docket 397) ("Third Auction Order"), Inland was authorized to conduct three auction sales of rental machinery and equipment that was no longer needed in the operation of its business. The funds from Inland's auction sales¹¹ are being held in a segregated account subject to the liens of Federal and the Cash Collateral Stipulation and the

¹⁰ The Perris Property and the San Bernardino Property.

¹¹ The first Inland auction sale generated net proceeds of approximately \$320,000, the second sale generated gross sale proceeds of approximately \$360,000 and the third auction sale generated gross proceeds of approximately \$118,129.40. Prior to the Petition Date, Inland conduct another auction sale of machinery and equipment and generated net sale proceeds of approximately \$326,000.

1 Surcharge Stipulation. The items sold did not include all of Inland's machinery and equipment
2 as some of it is still being utilized by ASR in the completion of pending projects. Once pending
3 ASR projects are completed, pursuant to the Third Auction Order, Inland has been authorized
4 and intends to sell its remaining machinery and equipment.

5 **F. Historical and Current Financial Condition of the Debtor**

6 The Debtors filed Schedules which disclose the Debtors' assets and liabilities as of the
7 Petition Dates. Copies of the Schedules and any amendments thereto are on file and may be
8 reviewed at the Bankruptcy Court's Clerk's Office during normal business hours.

9 During the Cases, the Debtors' current income and expenses have been detailed in the
10 UST Monthly Operating Reports that are filed with the Court on a monthly basis. Copies of the
11 UST Monthly Operating Reports may be reviewed during normal business hours at the
12 Bankruptcy Court's Clerk's Office.

13 **The Debtors do not believe it is necessary to estimate the recovery to be achieved by**
14 **the Disbursing Agent in view of the liquidating nature of the Plan. The principal issues in**
15 **the Cases are related to disputes over competing liens impacting the Debtors' assets, some**
16 **of which are the subject of the Gotte Avoidance Action. The other Disputed liens are held**
17 **by Berkley, Gotte and ICW. The Distribution to General Unsecured Claims depends**
18 **largely on the outcome of Secured Claims either by lien avoidance, settlement or payment**
19 **in full of Allowed Secured Claims, which may not be known until (1) ASR's bonded**
20 **projects are completed and sureties/insurers such as Federal and Berkley exhaust**
21 **collection of all receivables on pending ASR projects, (2) all of the Meridian Properties**
22 **have been sold, (3) all of Inland's machinery and equipment has been sold, and (4) the**
23 **Gotte Avoidance Action and other Disputed liens held by Berkely, Gotte and ICW are**
24 **resolved. Nevertheless, the Debtors' estimates of the values for their respective assets are**
25 **set forth in Section III. A, above (Section III., A., 3 for ASR, Section III., A., 6., for**
26 **Meridian and Section III., A., 9., for Inland). The Debtors anticipate that Distributions**
27 **under the Plan to Creditors will be derived from the Net Liquidation Proceeds as set forth**
28 **in the Liquidation Analysis in Section V.B., below. However, there is no guarantee that (i)**

1 Secured Claims will resolve favorably such that funds become available for General
2 Unsecured Claims, (ii) collection of accounts receivable will be successful, and (iii) that the
3 future sale of the Meridian Properties and/or the future sale of Inland's remaining
4 machinery and equipment will occur at any price. In other words, the projected recovery
5 on the Debtors' assets may be speculative. As such, in determining whether to vote to
6 accept or reject the Plan, potential resolution of Secured Claims, the collection of
7 receivables and/or the sale of any Meridian Properties or sale of Inland's remaining
8 machinery and equipment should not be relied upon and Creditors should assume that the
9 recovery may be less than the estimated values.

10 THE FINANCIAL INFORMATION, INCLUDING FINANCIAL PROJECTIONS,
11 CONTAINED IN THIS DISCLOSURE STATEMENT ARE UNCERTIFIED AND
12 UNAUDITED. IN ADDITION, THE DEBTORS AND THEIR COUNSEL ARE UNABLE
13 TO WARRANT OR REPRESENT THAT THE FINANCIAL INFORMATION IS
14 WITHOUT ANY INACCURACIES, ALTHOUGH THE DEBTORS BELIEVE THAT
15 THEY HAVE MADE REASONABLE EFFORTS, UNDER THE CIRCUMSTANCES, TO
16 PRESENT FAIRLY AND ACCURATELY SUCH FINANCIAL INFORMATION.

17 IV. SUMMARY OF THE PLAN

18 The following is a summary of the Plan and is qualified in its entirety by the full text of
19 the Plan. The terms of the Plan will be controlling on the Creditors and all other parties in
20 interest in the event that the Plan is confirmed. Therefore, all Creditors are strongly urged to
21 read the Plan carefully, in its entirety, rather than relying on this summary.

22 A. Overview

23 As required by the Bankruptcy Code, the Plan classifies Claims in various classes
24 according to their right to priority. The Plan states whether each class of Claims is impaired or
25 unimpaired. The Plan provides the treatment each class will receive. With respect to each class,
26 the Debtors have not reviewed the Proofs of Claim, if any, filed by Creditors. The Debtors and
27
28

the Disbursing Agent reserve the right to object to any of the filed Claims on any reasonable grounds.

B. Unclassified Claims

Certain types of Claims are not placed into voting classes; instead they are unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Debtors have not placed the following Claims in a class and the treatment of such claims is set forth below.

1. Administrative Expenses

Administrative expenses are Claims for costs or expenses of administering Debtors' Chapter 11 Cases which are allowed under Code Section 507(a)(2). The Code requires that all Administrative Claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

Except to the extent that the holder of a particular Allowed Administrative Claim agrees to a different treatment thereof, each Allowed Administrative Claim will be paid in full, in Cash, on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order. Any holder of an Administrative Claim is required to file a request for payment of its Administrative Claim, except that any governmental unit holding an Administrative Claim for post-petition taxes and/or interest and penalties related to such taxes that are of the kind described in Bankruptcy Code Sections 503(b)(1)(B) and 503(b)(1)(C), shall not be required to file an Administrative Claim as a condition of its being an Allowed Administrative Claim. Requests for payment of Administrative Claims must be filed not later than thirty days after the Effective Date, and will be paid on or before the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order. Any failure by the holder of an Administrative Claim to file a request for payment of its Administrative Claim within thirty days after the Effective Date will forever bar such holder of an Administrative Claim from asserting its Administrative Claim against the Estate. The following chart lists all of the estimated Section 507(a)(2) Administrative Claims and their treatment under the Plan:

<u>Name</u>	<u>Code §</u>	<u>Total Estimated</u>	<u>Approximate Paid</u>	<u>Estimated to Be Paid on the Effective Date</u>	<u>Treatment</u>
Shulman Hodges & Bastian LLP, attorneys for the Debtors	507(a)(2)	\$400,000	\$292,987.52	\$107,012.48	In the event that there are unpaid fees and expenses that are allowed by the Court, unless otherwise agreed, the unpaid amounts shall be paid in full, in Cash, on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.
Rogers Anderson Malody & Scott LLP CPA, accountants for the Debtors	507(a)(2)	\$110,000	\$77,373.68	\$32,626.32	To be paid in full in Cash on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.
Lester & Cantrell LLP, special litigation counsel for ASR	507(a)(2)	\$4,054.96	\$4,054.96	\$0.00	To be paid in full in Cash on the later of: (a) the Effective Date; or (b) the fifth Business Day after the order allowing such Administrative Claim becomes a Final Order.
John D. Mannerino, as general corporate counsel for ASR ¹²	507(a)(2)	\$4,617	\$4,617	\$0.00	No amount shall be paid to Mr. Mannerino.
Clerk, Bankruptcy Court Fees	507(a)(2)	\$500	\$0.00	\$500	Paid in full on the Effective Date.

¹² Under the Court order authorizing Mr. Mannerino's employment (docket 162), Mr. Mannerino was authorized to be paid a one-time flat fee of \$4,617, which has been paid, as compensation for all post-petition services rendered to the ASR as corporate counsel. Other than such sum, Mr. Mannerino is deemed to have waived all pre-petition and post-petition Claims against ASR.

<u>Name</u>	<u>Code §</u>	<u>Total Estimated</u>	<u>Approximate Paid</u>	<u>Estimated to Be Paid on the Effective Date</u>	<u>Treatment</u>
Unpaid UST Quarterly Fees	507(a)(2)	\$5,000	\$0.00	\$5,000	The UST Quarterly Fees as of the Effective Date are estimated and will be paid in full to the extent they are due and owing on the Effective Date. In addition, post-confirmation quarterly fees of the UST will be paid to the extent they are due and owing until the Case is dismissed or a final decree has been entered, whichever occurs first.
Internal Revenue Service Request for Payment of Administrative Expense Claim for tax period of 3/31/2014 (Claim 59 on ASR Claims Register)	507(a)(2)	\$35,000	\$0.00	\$35,000	
Total (approximate)		\$559,171.96	\$379,033.16	\$180,138.80	

The Court must rule on all Professional Fees listed in the chart above before they will be owed. For all fees except the Clerk's Office fees and the United States Trustee's fees, the Professionals in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of Professional Fees allowed by the Court will be owed and required to be paid under the Plan.

As indicated above, it is anticipated that the Estate will need to pay approximately \$180,0000 in Administrative Claims on the Effective Date of the Plan. As indicated elsewhere in the Disclosure Statement, the Estates will have sufficient Cash on the Effective Date to make such payment provided that either (i) the Gotte Avoidance Action results in the avoidance of liens asserted by Federal, (ii) Secured Creditors consent to the use of cash collateral for payment of the Administrative Claims, or (iii) the Court orders a surcharge against the liens of Secured Creditors. To the extent any Secured Creditors object to payment of Professional Fees, the

Debtors and/or the Professionals will seek an order surcharging any collateral pursuant to Bankruptcy Code Section 506(c).

2. Priority Tax Claims

Priority Tax Claims are certain unsecured income, employment and other taxes described by Code Section 507(a)(8). Except to the extent that the holder of a particular Allowed Priority Tax Claim agrees to a different treatment thereof, the Code requires that each holder of an Allowed Priority Tax Claim receive on account of such Claim regular installment payments -

a. of a total value, as of the Effective Date of the Plan, equal to the allowed amount of such Claim;

b. over a period ending not later than five years after the Petition Date under Section 301, 302 or 303; and

c. in a manner not less favorable than the most favored nonpriority Unsecured Claim provided for by the Plan (other than Cash payments made to a class of creditors under Section 1122(b)).

The following chart lists the Section 507(a)(8) Priority Tax Claims and their treatment under the Plan. As stated elsewhere in the Disclosure Statement, there will not be unencumbered Cash to pay Priority Tax Claims unless prosecution of the Gotte Avoidance Action results in the avoidance of the liens asserted by Federal.

<u>Description</u>	<u>Claim Amount</u>	<u>Treatment</u>
Internal Revenue Service Proof of Claim #32 (as amended) on ASR's Court Claims Register in the total amount of \$134,027.45 for various tax periods. This Claim asserts a Priority Tax Claim amount of \$29,492.55 and a General Unsecured Claim of \$104,534.90	\$29,492.55	If it is determined that this Creditor has an Allowed Priority Tax Claim, , such claim will be paid its Pro-Rata Share with all other Allowed Priority Tax Claims from Net Liquidation Proceeds after all Allowed Secured Claims are paid in full from any remaining Net Liquidation Proceeds. See below for details regarding the calculation of the payments.

<u>Description</u>	<u>Claim Amount</u>	<u>Treatment</u>
<p>Employment Development Department</p> <p>ASR Scheduled Claim of \$25,000 for the tax period of 6/2012 through 3/2013.</p>	\$25,000	If it is determined that this Creditor has an Allowed Priority Tax Claim, such claim will be paid its Pro-Rata Share with all other Allowed Priority Tax Claims from Net Liquidation Proceeds after all Allowed Secured Claims are paid in full from any remaining Net Liquidation Proceeds. See below for details regarding the calculation of the payments.
<p>Riverside County Treasurer and Tax Collector</p> <p>Inland Scheduled Claim of \$57,039.18 for unsecured property taxes for the fiscal year of July 1, 2013 through June 30, 2014.</p> <p>Proof of Claim #1 on Inland's Court Claims Register in the amount of \$63,639.66. The face of this Proof of Claim asserts that the amount owed is Secured by "real estate." However, Inland does not own real estate. In addition, Inland believes that the Riverside County Tax Collector may have recorded its alleged lien on November 11, 2016, after Inland's Petition Date and without Court approval.</p>	\$63,639.66	If it is determined that this Creditor has an Allowed Priority Tax Claim, such claim will be paid its Pro-Rata Share with all other Allowed Priority Tax Claims from Net Liquidation Proceeds after all Allowed Secured Claims are paid in full from any remaining Net Liquidation Proceeds. See below for details regarding the calculation of the payments.
<p>State Board of Equalization</p> <p>Proof of Claim #26 on ASR's Court Claims Register in the amount of \$827 for Hazardous Substances Tax</p> <p>Proof of Claim #2 on Meridian's Claims Register in the amount of \$230 for Fire Prevention Fee</p> <p>Proof of Claim #6 on Inland's Claims Register in the amount of \$103,656.77</p>	\$104,713.77	If it is determined that this Creditor has an Allowed Priority Tax Claim, such claim will be paid its Pro-Rata Share with all other Allowed Priority Tax Claims from Net Liquidation Proceeds after all Allowed Secured Claims are paid in full from any remaining Net Liquidation Proceeds. See below for details regarding the calculation of the payments.
<p>Franchise Tax Board</p> <p>Proof of Claim #43 on ASR's Claims Register in an amount owing of "To be Determined."</p>	Unknown	If it is determined that this Creditor has an Allowed Priority Tax Claim, such claim will be paid its Pro-Rata Share with all other Allowed Priority Tax Claims from Net Liquidation Proceeds after all Allowed Secured Claims are paid in full from any remaining Net Liquidation Proceeds. See below for details regarding the calculation of the payments.

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1 Calculation of the payments for Priority Tax Claims. Allowed Section 507(a)(8) Priority
2 Tax Claims in each Estate will be paid its Pro-Rata Share of Net Liquidation Proceeds after
3 payment of Allowed Secured Claims against such Estate in full. The availability of Net
4 Liquidation Proceeds to pay Allowed Priority Tax Claims will depend largely upon whether the
5 Federal Pre-Petition Liens are upheld or avoided and then upon the total amount of Net
6 Liquidation Proceeds available in each Estate

7 **C. Classified Claims**

8 **1. Classes of Secured Claims**

9 Secured Claims are Claims secured by liens on property of the Estate. The following
10 chart lists all classes containing Secured Claims and their treatment under the Plan: **The Claim**
11 **amounts are the amounts that were listed on the Debtors' Schedules or if applicable, listed**
12 **in the Proof of Claim filed by the Creditors. During the Cases, the amounts owed to**
13 **Secured Creditors may have changed and may continue to change based on payments**
14 **made and/or interest or other charges that may have accrued. Amounts are estimated and**
15 **may include Disputed Claim amounts.**

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Class	Description	Impaired (Y/N)	Treatment
1-A	<p>Secured Claim of Federal</p> <p>Proof of Claim #2 on ASR's Court Claims Register \$171,597,580</p> <p>Proof of Claim # 3 on Meridian's Court Claims Register \$171,597,580</p> <p>Proof of Claim # 2 on Inland's Court Claims Register \$171,597,580</p> <p>Each Claim amount is \$171,597,580.</p> <ul style="list-style-type: none"> ASR Secured Claim of \$6,775,680.13, balance is General Unsecured Claim. Meridian Secured Claim is \$2,088,363.00, balance is General Unsecured Claims. Inland Secured Claim is \$1,469,421.07, balance is General Unsecured Claim. <p><u>Nature of Lien and Collateral:</u> Deeds of Trust against the Meridian Properties and various UCC-1 filings recorded and filed against the assets of the Debtors. as described above in Sections III., A., 4., 7., and 10 and its assignment and equitable subrogation rights.</p> <p><u>Priority:</u> First (except as to the Wilson Property, which is a third priority lien)</p> <p><u>Insider of the Debtor:</u> No</p>	<p>Yes</p> <p>The Creditor in this Class is entitled to vote on the Plan.</p>	<p>The three Proofs of Claim filed by Federal will be treated as separate Claims against each of the Debtors' Estates under the Plan. Federal shall have an Allowed Secured Claim equal to the amount determined by the Court pending final resolution of the Gotte Avoidance Action and any objection to Federal's Secured Claim.</p> <p>The Federal Pre-Petition Liens and the allowance of the Secured Claim is dependent on the outcome of the Gotte Avoidance Action. This Creditor shall receive, in full and final satisfaction of the Allowed Secured Claim, if any, in the sole discretion of the Debtors or the Disbursing Agent, as the case may be: (i) Cash in an amount equal to one hundred percent (100%) of the unpaid amount of such Allowed Secured Claim, (ii) the proceeds of the sale or disposition of the collateral securing such Allowed Secured Claim, net of the costs of disposition of such collateral, (iii) the collateral securing such Allowed Secured Claim, (iv) such treatment that leaves unaltered the legal, equitable, and contractual rights to which the holder of such Allowed Secured Claim is entitled, or (v) such other distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code.</p> <p>Federal will receive payment pursuant to the terms and conditions of the underlying financing documents between the Debtors and the Creditor entered into prior to the Petition Date and after the Petition as modified by the Plan, including the Surcharge Stipulation. The Plan does not alter or impact the rights of Federal and the Debtors under the Surcharge Stipulation or any of the provisions of the Surcharge Stipulation.</p> <p>Total payout: up to 100% Treatment of lien: Creditor shall retain its first priority lien on the collateral until its Secured Claim has been paid.</p> <p>To the extent that Federal does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 3, General Unsecured Claims.</p>

<u>Class</u>	<u>Description</u>	<u>Impaired (Y/N)</u>	<u>Treatment</u>
1-B	<p>Secured Claim of Berkley</p> <p>Scheduled Claim \$129,000</p> <p>Proof of Claim # 42 on ASR's Claims Register \$15,571,500</p> <p>Proof of Claim # 5 on Meridian's Claims Register \$15,571,500</p> <p>Proof of Claim #s 4 and 5 on Inland's Claims Register \$15,571,500</p> <p>Each Claim asserts only a general unsecured claim</p> <p><u>Nature of Lien and Collateral:</u> Deed of Trust against the Wilson Property and various UCC-1 filings filed against the assets of the Debtors as described above in Sections III., A., 4., 7., and 10 and its assignment and equitable subrogation rights.</p> <p><u>Priority:</u> Second (except as to the Wilson Property)</p> <p><u>Insider of the Debtor:</u> No</p>	<p>Yes</p> <p>The Creditor in this Class is entitled to vote on the Plan.</p>	<p>The three Proofs of Claim filed by Berkley will be treated as separate Claims against each of the Debtors' Estates under the Plan.</p> <p>The Berkley Pre-Petition Lien shall be deemed avoided pursuant to Bankruptcy Code Section 547. As such, the combined Proofs of Claim filed by Berkley, shall be included in Class 3, General Unsecured Claims against each of the Debtors' Estates.</p> <p>Berkley shall have an Allowed Secured Claim as provided for and described in the First Berkley Stipulation as amended (docket 123) and the Cash Collateral Stipulation (docket 375) .</p> <p>This Creditor shall receive, in full and final satisfaction of the Allowed Secured Claim as described in the First Berkley Stipulation as amended (docket 123) and the Cash Collateral Stipulation (docket 375): (i) Cash in an amount equal to one hundred percent (100%) of the unpaid amount of such Allowed Secured Claim, (ii) the proceeds of the sale or disposition of the collateral securing such Allowed Secured Claim, net of the costs of disposition of such collateral, (iii) the collateral securing such Allowed Secured Claim, (iv) such treatment that leaves unaltered the legal, equitable, and contractual rights to which the holder of such Allowed Secured Claim is entitled, or (v) such other distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code.</p> <p>Berkley will receive payment on its Allowed Secured Claim pursuant to the terms and conditions of the First Berkley Stipulation as amended (docket 123) and the Cash Collateral Stipulation (docket 375) .</p> <p>Total payout: up to 100%</p> <p>Treatment of lien: Creditor shall retain its first priority lien on the collateral as described in the First Berkley Stipulation as amended (docket 123) and the Cash Collateral Stipulation (docket 375) until its Secured Claim has been paid.</p>

Class	Description	Impaired (Y/N)	Treatment
1-C	<p>Zions</p> <p>Proof of Claim # 28 on ASR's Court Claims Register \$525,801.96</p> <p>Proof of Claim # 4 on Meridian's Claims Register \$533,275.29.</p> <p><u>Nature of Lien and Collateral:</u> Deed of Trust against the Wilson Property as described above in Section III., A., 7.</p> <p><u>Priority:</u> First on Wilson Property</p> <p><u>Insider of the Debtor:</u> No</p>	<p>No</p> <p>The Creditor in this Class is not entitled to vote on the Plan.</p>	<p>Zions was paid through escrow on the sale of the Wilson Property. Zions will receive no Distribution under the Plan.</p>
1-D	<p>CDC Small Business</p> <p>Scheduled Claim \$451,104.23</p> <p><u>Nature of Lien and Collateral:</u> Deeds of Trust against the Wilson Property as described above in Section III., A., 7.</p> <p><u>Priority:</u> Second as to Wilson Property</p> <p><u>Insider of the Debtor:</u> No</p>	<p>No</p> <p>The Creditor in this Class is not entitled to vote on the Plan.</p>	<p>CDC Small Business was paid through escrow on the sale of the Wilson Property. CDC Small Business will receive no Distribution under the Plan.</p>

<u>Class</u>	<u>Description</u>	<u>Impaired (Y/N)</u>	<u>Treatment</u>
1-E	<p>Riverside County Treasurer-Tax Collector</p> <p>Scheduled Claim for Secured real property taxes related to the Meridian Properties located in Riverside County for 2013-2014 tax period:</p> <p>Wilson Property: \$19,739.72 (paid through escrow on the sale of the Wilson Property)</p> <p>Perris Property: APN #317-270-001: \$2,932.04 APN #317-270-012: \$2,809.70</p> <p><u>Insider of the Debtor:</u> No</p>	<p>Yes</p> <p>The Creditor in this Class is entitled to vote on the Plan.</p>	<p>The amount owed to this Creditor as to the Wilson Property was paid through escrow on the sale of the Wilson Property. All other due and unpaid real property taxes as of the Effective Date will be paid in monthly installment payments such that they are paid in full within five years of the ASR Petition Date plus all applicable fees, costs, charges and interest pursuant to Bankruptcy Code Sections 506 and 511, and California Revenue and Taxation Code Section 4103. The installment payments will commence within thirty days of the Effective Date.</p> <p>Any amount due and owing the taxing agency on a particular real property for real property taxes that have not yet come due will be paid as and when the installment payment is due plus any applicable fees, costs, charges and interest pursuant to Bankruptcy Code Section 506(b) and 511.</p> <p>Alternatively, any amount due and owing the taxing agency related to a real property located in Riverside County that is sold will be paid through escrow on the sale of that property from the net proceeds directly at the close of escrow including all applicable fees, costs, charges and interest.</p> <p>A failure by the Debtors to make a payment to the Riverside County Treasurer-Tax Collector pursuant to the terms of the Plan, including any installment payments that have not yet come due during the life of the Plan, shall be an event of default under the Plan. If the Debtors fail to cure such Plan tax payment event of default with ten days after service of written notice of Plan default, then the Riverside County Treasurer-Tax Collector may enforce the entire amount of its Claim, plus all applicable fees, costs, charges, penalties and interest accrued under state law, against the Debtors in accordance with applicable state law remedies.</p>

Class	Description	Impaired (Y/N)	Treatment
1-F	<p>San Bernardino County Treasurer-Tax Collector</p> <p>Proof of Claim # 40 filed on ASR's Claims Register asserting a secured claim in the amount of \$4,237.04 related to the Meridian Properties located in San Bernardino County.</p> <p>The Debtor had scheduled this Creditor as follows:</p> <p>Phelan Property: \$1,048.49</p> <p>San Bernardino Property: APN #: 0142-042-01: \$4,397.68 APN #: 0269-271-17-00: \$3,027.98</p> <p><u>Insider of the Debtor:</u> No</p>	<p>Yes</p> <p>The Creditor in this Class is entitled to vote on the Plan.</p>	<p>The amount owed to this Creditor as to the Phelan Property was paid through escrow on the sale of the Phelan Property. All other due and unpaid real property taxes as of the Effective Date will be paid in monthly installment payments such that they are paid in full within five years of the ASR Petition Date plus all applicable fees, costs, charges and interest pursuant to Bankruptcy Code Sections 506 and 511, and California Revenue and Taxation Code Section 4103. The installment payments will commence within thirty days of the Effective Date.</p> <p>Any amount due and owing the taxing agency on a particular real property for real property taxes that have not yet come due will be paid as and when the installment payment is due plus any applicable fees, costs, charges and interest pursuant to Bankruptcy Code Section 506(b) and 511.</p> <p>Alternatively, any amount due and owing the taxing agency related to a real property located in San Bernardino County that is sold will be paid through escrow on the sale of that property from the net proceeds directly at the close of escrow including all applicable fees, costs, charges and interest.</p> <p>A failure by the Debtors to make a payment to the San Bernardino County Treasurer-Tax Collector pursuant to the terms of the Plan, including any installment payments that have not yet come due during the life of the Plan, shall be an event of default under the Plan. If the Debtors fail to cure such Plan tax payment event of default with ten days after service of written notice of Plan default, then the San Bernardino County Treasurer-Tax Collector may enforce the entire amount of its Claim, plus all applicable fees, costs, charges, penalties and interest accrued under state law, against the Debtors in accordance with applicable state law remedies.</p>

<u>Class</u>	<u>Description</u>	<u>Impaired (Y/N)</u>	<u>Treatment</u>
1-G	Secured Claim of Employment Development Department Notice of State Tax Lien filed 7/10/2013, Filing No. 13-7369135684 \$6,155.71 <u>Nature of Lien and Collateral:</u> Notice of Tax Lien described in Section III., A., 10 above. Collateral: All property of ASR. <u>Insider of the Debtor:</u> No	Yes The Creditor in this Class is entitled to vote on the Plan.	If it is determined that this Creditor has a Secured Claim, commencing on the Effective Date, such claim will be paid from Net Liquidation Proceeds after the payment in full of all Allowed Secured Claims with higher priority, if any. To the extent that there are not sufficient Net Liquidation Proceeds to pay this Secured Claim in full, such unpaid portion shall be treated as an Allowed Priority Tax Claim and paid as described above.
1-H	1st Enterprise Bank	No The Creditor in this Class is not entitled to vote on the Plan.	Creditor's Claim paid prior to the Petition Date but has failed to release its lien. This Creditor has no Allowed Claim. This Creditor will not receive any Disbursement under the Plan.
1-I	Secured Claim of First Insurance Funding Corp Proof of Claim #44 on ASR's Claims Register asserting a Secured Claim of \$9,497.55 based on Cal Fin Code Section 18591. Collateral consists of the underlying policies, all return premiums, dividend payments, and loss payments which reduce unearned premiums, subject to any mortgagee or loss payee interest.	No The Creditor in this Class is not entitled to vote on the Plan.	ASR's Motion for Order Authorizing Debtor to Enter Into Insurance Premium Finance Agreement and Granting of Security Interests (docket 47) seeking approval of premium financing arrangements with First Insurance Funding Corp to pay premiums for its (i) employment practices liability policy which includes directors and officers liability and (ii) general liability and excess liability policies was granted pursuant to Court order entered on November 27, 2013 (docket 129) ("Premium Financing Order"). This Claim will be paid in accordance with the Premium Financing Order.

<u>Class</u>	<u>Description</u>	<u>Impaired (Y/N)</u>	<u>Treatment</u>
1-J	Secured Claim of the Internal Revenue Service Proof of Claim #50 on ASR's Claims Register asserting a Secured Claim of \$1,180,744.84.	No The Creditor in this Class is not entitled to vote on the Plan.	This Claim appears to be asserting a levy against any funds that would be paid to Gotte up to \$1,180,744.84 (based on FICA and FUTA taxes owed by Gotte to the Internal Revenue Service). This is not a Claim against the Debtors but a duplicate of any Claim held by Gotte against ASR. The Claim of Gotte will be treated as a General Unsecured Claim under the Plan. Any funds payable to Gotte under the Plan shall be held in a segregated account pending written agreement by and between Gotte, the Internal Revenue Service, and Torrey Pines Bank or further Court order.
1-K	Secured Claim of Torrey Pines Bank Proof of Claim #6 on ASR's Claims Register asserting a Secured Claim of \$715,000.	No The Creditor in this Class is not entitled to vote on the Plan.	This Claim appears to be asserting a levy against any funds that would be paid to Gotte up to \$715,000 (based on a judgment lien held by Torrey Pines Bank against Gotte) This is not a Claim against the Debtors but a duplicate of any Claim held by Gotte against ASR. The Claim of Gotte will be treated as a General Unsecured Claim under the Plan. Any funds payable to Gotte under the Plan shall be held in a segregated account pending written agreement by and between Gotte, the Internal Revenue Service, and Torrey Pines Bank or further Court order.

<u>Class</u>	<u>Description</u>	<u>Impaired (Y/N)</u>	<u>Treatment</u>
1-L	Secured Claims filed by: Gotte: Claim #54 on ASR Claims Register for \$6,865,179.88 ICW: Claim #10 on ASR Claims Register for \$505,230.99	Yes The Creditor in this Class is entitled to vote on the Plan.	The Debtors understand that the Secured Claim filed by ICW is part of the Secured Claim filed by Gotte and as such, these Secured Claims are being provided the same treatment as set forth herein. Each of these Claims are being treated as General Unsecured Claims under the Plan as the Debtors believe that there are Causes of Action under the Bankruptcy Code to have the liens recorded by Gotte and ICW set aside due to the dates the liens were recorded. Further, even assuming the liens are not avoidable, the value of the assets which are subject to these liens are less than the amounts owed to prior secured creditors, including Federal. If Federal's liens are avoided following prosecution of the Gotte Avoidance Action, and if the liens in favor Gotte and ICW are not avoided, then alternatively, if it is determined that these Creditors have an Allowed Secured Claim, they shall receive the following in satisfaction of the Allowed Secured Claim, if any, in the sole discretion of the Debtors or the Disbursing Agent, as the case may be: (i) Cash in an amount equal to one hundred percent (100%) of the unpaid amount of such Allowed Secured Claim, (ii) the proceeds of the sale or disposition of the collateral securing such Allowed Secured Claim, net of the costs of disposition of such collateral, (iii) the collateral securing such Allowed Secured Claim, (iv) such treatment that leaves unaltered the legal, equitable, and contractual rights to which the holder of such Allowed Secured Claim is entitled, or (v) such other distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code. To the extent that Gotte and ICW do not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 3, General Unsecured Claims.

2. Classes of Priority Non-Tax Claims

Certain Priority Non-Tax Claims that are referred to in Code Sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), and 507(a)(7) are required to be placed in classes. These types of Claims are entitled to priority treatment as follows: the Code requires that each holder of such a Priority Non-Tax Claim receive cash on the Effective Date equal to the allowed amount of such

Claim. However, a Class of Priority Non-Tax Claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claim.

The Debtors have one 507(a)(5) Priority Non-Tax Claim as follows: Proof of Claim filed by Carpenters Southwest Administrative Corporation, #37 on ASR's Claims Register in the amount of \$75,306.47.¹³

ACE American Insurance Company also asserts a Priority Non-Tax Claim under its filed Claim #46 on ASR's Claims Register in the amount of \$2,400. However, ACE American Insurance Company fails to provide the applicable Code Section under which the priority classification is based. As such, the priority status of this Claim is disputed and this Claim will be treated as a General Unsecured Claim under the Plan.

There are no Code Section 507(a)(1), 507(a)(4), 507(a)(6), or 507(a)(7) unsecured Priority Claims.

Allowed Priority Non Tax Claims will only be paid if there is Cash remaining after all Administrative Claims, Priority Tax Claims and Secured Claims have been paid.

3. Class of General Unsecured Claims

General Unsecured Claims are unsecured claims not entitled to priority under Code Section 507(a). The following chart identifies the Plan's treatment of the classes of Claims containing all of the Estates' General Unsecured Claims (see Exhibit 2 annexed to the Disclosure Statement for additional information about each General Unsecured Claim):

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¹³ Claim #37 was filed for a total of \$588,976.77, consisting of Priority Non-Tax Claim of \$75,306.47 and Class 3 General Unsecured Claim of \$513,670.30.

Class No.	Description	Impaired (Y/N)	Treatment
3	<p>General Unsecured Claims</p> <p>Total of Approximately \$197,341,866.91</p> <p>Includes Disputed Claims.</p> <p>Disputed Secured Claims include: Berkeley (Claim # 42 on ASR's Claims Register for \$15,571,500, Claim #5 on Meridian's Claims Register for \$15,571,500 and Claim #s 4 and 5 on Inland's Claims Register for \$15,571,500), Gotte (Claim #54 on ASR Claims Register, Claim 6 on Meridian Claims Register and Claim 7 on Inland Claims Register for \$6,865,179.88), and ICW (Claim #10 on ASR Claims Register for \$505,230.99), each of which are being treated as General Unsecured Claims under the Plan. The Debtors believe that there are Causes of Action under the Bankruptcy code to have the liens recorded by Berkeley, Gotte, and ICW set aside due to the dates the liens were recorded.</p> <p>The Disputed Claim amounts may decrease once a review of all filed Proofs of Claim has been conducted.</p> <p>This amount does not include Intercompany Claims of approximately \$1,521,246.20 which, provided that the Federal Pre-Petition Liens are upheld, will not receive a Distribution from the Creditors' Trust under the Plan make Distributions to Allowed Claims of the ASR Estate.</p>	<p>Yes</p> <p>Impaired; claims in this class are entitled to vote on the Plan</p>	<p>After payment of all Administrative Claims of each of the Debtors' Estates including, but not limited to, the fees and expenses of the Disbursing Agent and Professionals employed by the Estate, income taxes and payments pursuant to the Plan to creditors holding Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Claims and/or Allowed Secured Claims, Creditors holding Allowed General Unsecured Claims will be paid a Pro Rata Share Distribution from the Creditors' Trust established for each of the Debtors' Estates.</p> <p>Provided that the Disbursing Agent is holding sufficient Net Liquidation Proceeds, Allowed General Unsecured Claims shall be paid in interim installment payments commencing as soon as reasonably practicable after the Effective Date and continuing until all of the Debtors' assets have been liquidated and the Net Liquidation Proceeds have been disbursed. The Disbursing Agent shall make interim Pro Rata Share Distributions to holders of Allowed General Unsecured Claims at least once each calendar year or more as reasonably practicable, but solely in the discretion of the Disbursing Agent as sufficient funds are available.</p> <p>The Creditors' Trust for each Estate shall be dissolved and its affairs wound up and the Disbursing Agent shall make any final Pro Rata Share Distributions, upon the earlier of (i) the date which is five years after the Effective Date, and (ii) that date when, (1) in the reasonable judgment of the Disbursing Agent substantially all of the assets of the Creditors' Trust have been liquidated and there are no substantial potential sources of additional Cash for Distribution, and (2) there remain no substantial Disputed Claims.</p> <p>After final Pro Rata Share Distributions have been made in accordance with the terms of the Plan, if the amount of remaining Net Liquidation Proceeds is less than \$5,000, the Cash shall revert to the Disbursing Agent as compensation for the Disbursing Agent.</p> <p>The principal issues in the Cases are related to disputes over competing liens impacting the Debtors' assets, some of which are the subject of the Gotte Avoidance Action. The Distribution to General Unsecured Claims depends largely on the outcome of Secured Claims either by lien avoidance, settlement or payment in full of Allowed Secured Claims, which may not be known until (1) ASR's bonded projects are completed and sureties/insurers such as Federal and Berkley exhaust collection of all receivables on pending ASR projects, (2) all of the Meridian Properties have been sold, and (3) all of Inland's machinery and equipment has been sold. As such, it is difficult to project what the Distribution will be for Allowed General Unsecured Claims, if any.</p>

4. **Class of Equity Interests**

The following chart identifies the Plan's treatment of holders of Equity Interests:

<u>Class</u>	<u>Description</u>	<u>Impaired</u>	<u>Treatment</u>
4	Holders of Equity Interests: ASR Equity Interests: <ul style="list-style-type: none">• 50% shareholder interest held by the Regotti Family Trust Dated January 12, 2005• 25% shareholder interest held by Marc Berry• 25% shareholder interest held by Patti Berry Meridian Equity Interests: <ul style="list-style-type: none">• 50% member interest held by Alan Regotti• 50% member interest held by Marc Berry Inland Equity Interests: <ul style="list-style-type: none">• 50% shareholder interest held by Alan Regotti• 50% shareholder interest held by Marc Berry	Yes Not entitled to vote (deemed to reject)	The Plan will materially affect Equity Interests. Upon the Effective Date, the existing Equity Interests will effectively be cancelled. Equity Interests shall receive no Distributions.

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5. Class of Intercompany Claims

The following chart identifies the Plan's treatment of the classes of Claims containing all of the Intercompany Claims:

<u>Class</u>	<u>Description</u>	<u>Impaired</u>	<u>Treatment</u>
5	<p>Intercompany Claim arising from a promissory note owed by ASR to Meridian of approximately \$165,260.35.</p> <p>Intercompany Claim arising from a promissory note owed by Meridian to ASR of approximately \$1,020,981.96.</p> <p>Intercompany Claim arising from a promissory note owed by Inland to ASR of approximately \$181,530.24.</p> <p>Intercompany Claim consisting of a rent receivable owed by ASR to Meridian in the amount of approximately \$153,473.65.</p> <p>After taking into account the foregoing, the balance owed to ASR by Meridian is \$702,247.96¹⁴, and the balance owed to ASR by Inland is \$181,530.24.</p>	<p>Yes</p> <p>Not entitled to vote (deemed to reject)</p>	<p>The Plan will materially affect Intercompany Claims.</p> <p>Provided that the Federal Pre-Petition Liens are upheld in an amount greater than the value of assets or Net Liquidation Proceeds subject to such liens, upon the Effective Date, the Intercompany Claims will effectively be cancelled. Intercompany Claims shall receive no Distributions.</p> <p>In the event that the Federal Pre-Petition Liens are avoided and set aside, the allowed amount, if any, of the Intercompany Claims owed to ASR by Meridian and Inland will be paid to ASR and the funds received will be used to make Distributions to Allowed Claims of the ASR Estate. The Intercompany Claims will be subject to the same Claims objections procedures as other Claims against the Estates as set forth in Section III.H. of the Plan.</p>

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Intercompany Claim arising from a promissory note owed by Meridian to ASR of approximately \$1,020,981.96	\$1,020,981.96
Less: Intercompany Claim arising from a promissory note owed by ASR to Meridian of approximately \$165,260.35	(\$165,260.35)
Less: Intercompany Claim consisting of a rent receivable owed by ASR to Meridian in the amount of approximately \$153,473.65	(\$153,473.65)
Balance Due ASR by Meridian	\$702,247.96

Notwithstanding any other provision of the Plan, no payments or Distributions shall be made on account of any Disputed Claim until such Claim becomes an Allowed Claim, and then only to the extent it becomes an Allowed Claim. Any Proof of Claim filed which differs from the Scheduled amount is deemed to be a Disputed Claim.

D. Means of Effectuating the Plan

1. Funding of the Plan – Establishment of the Creditors’ Trust

Upon the Effective Date, the property of the Debtors’ Estates shall vest in the Debtors and, in accordance with the Plan, will concurrently be transferred to a Creditors’ Trust created under the Plan for each of the Debtors’ Estates. The Creditors’ Trust and will be funded by the remaining assets of each of the Debtors’ Estates including (i) Cash, (ii) remaining accounts receivable, (iii) remaining Meridian Properties, (iv) Inland’s remaining machinery and equipment, and (v) all Causes of Action. The Creditors’ Trust will be managed by the Disbursing Agent by orderly liquidating or abandoning, as necessary, all sources of assets of the Debtors for funding for the Plan.

The Debtors do not believe it is necessary to estimate the recovery to be achieved by the Disbursing Agent in view of the liquidating nature of the Plan. The principal issues in the Cases are related to disputes over competing liens impacting the Debtors’ assets, some of which are the subject of the Gotte Avoidance Action. Other Disputed liens are held by Berkely, Gotte and ICW. The Distribution to General Unsecured Claims depends largely on the outcome of Secured Claims either by lien avoidance, settlement or payment in full of Allowed Secured Claims, which may not be known until (1) ASR’s bonded projects are completed and sureties/insurers such as Federal and Berkely exhaust collection of all receivables on pending ASR projects, (2) all of the Meridian Properties have been sold, and (3) all of Inland’s machinery and equipment has been sold. Nevertheless, the Debtors’ estimates of the values for their respective assets are set forth in Section III. A, above (Section III., A., 3 for ASR, Section III., A., 6., for Meridian and Section III., A., 9., for Inland). The Debtors anticipate that Distributions under the Plan to Creditors will be derived from the Net Liquidation Proceeds as set forth in the Liquidation Analysis in

Section V.B., below. However, there is no guarantee that (i) Secured Claims will resolved favorably such that funds become available for General Unsecured Claims, (ii) collection of accounts receivable will be successful, and (iii) that the future sale of the Meridian Properties and/or the future sale of Inland's remaining machinery and equipment will occur at any price. The projected recovery on the Debtors' assets may be speculative. As such, in determining whether to vote to accept or reject the Plan, potential resolution of Secured Claims, the collection of receivables and/or the sale of any Meridian Properties or sale of Inland's remaining machinery and equipment should not be relied upon and Creditors should assume that the recovery may be less than the estimated values. Although it is uncertain what amounts will be recovered, in his duties, the Disbursing Agent will use his best business judgment to maximize the Cash value of the Creditors' Trust.

The Disbursing Agent will oversee and administer the Creditors' Trust. The Disbursing Agent shall have sole and exclusive authority to administer the assets of the Creditors' Trust, object to any Claims improperly asserted against the Creditors' Trust, and make Distributions from the Creditors' Trust to pay Allowed Claims pursuant to the Plan, including payment of the administrative fees and expenses of the Disbursing Agent and his Professionals.

2. Treatment of Claims Against the Debtors

As the Federal Pre-Petition Liens are asserted against all three Debtors in an amount that is greater than the value of assets or cash generated from the sale of assets in each of the Debtors' Estates, the amount of Distribution to Creditors is dependent on the resolution of (1) any and all Avoidance Actions, (2) the sale of assets, and (3) the completion of ASR's projects. Further, many of the Claims in these Cases are made against all three Debtors equally. Any obligation of any Debtor and all guaranties thereof executed by one or more of the other Debtors shall be treated as a separate obligation of each Estate, and such guaranties shall be deemed a separate Claim against each of the Debtors for purposes of making Distributions. All joint obligations of two or more Debtors and all multiple Claims against such entities on account of such joint obligations shall be treated and allowed only as a separate Claim against each of the Debtors for the purposes of confirming and consummating the Plan, including but not limited to

voting, confirmation, Distributions, and calculating post-confirmation quarterly fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930. Based on the foregoing, the proceeds of the sale of assets of the Debtors will be held separately and Distributions to Allowed Claims will be made separately for each Estate, provided however, no Allowed Claim will receive total Distributions that exceeds the Allowed Claim amount or that would result in a duplicate recovery.

3. Reservation of Rights Regarding Causes of Action

The Debtors and, after the Effective Date, the Disbursing Agent, on behalf of the Creditors' Trust, reserve the rights to pursue any and all Causes of Action, and the Debtors hereby reserve the rights of the Creditors' Trust and the Disbursing Agent, on behalf of the Creditors' Trust, to pursue, administer, settle, litigate, enforce and liquidate consistent with the terms and conditions of the Plan and Creditors' Trust such Causes of Action. The Disbursing Agent shall, pursuant to section 1123 and all applicable law, have the requisite standing to prosecute, pursue, administer, settle, litigate, enforce and liquidate any and all Causes of Action. Notwithstanding the foregoing, the standing to prosecute, pursue, administer, settle, litigate, enforce and liquidate any and all Causes of Action related to the Gotte Avoidance Action shall be assigned to Gotte as follows:

- a. Prosecution of the Gotte Avoidance Action. Gotte, through its counsel Assayag Mauss, will be conferred standing to prosecute the Gotte Avoidance Action on behalf of the Debtors and their respective Estates. In addition, prosecution of the claims related to the facts that are the subject matter of the Gotte Avoidance Action may include (i) the amendment of the Complaint to Set Aside Fraudulent Transfers to include claims for relief that are available under the Bankruptcy Code against Federal Insurance Company and/or others; and/or (ii) the filing of a separate complaint in the Bankruptcy Court against Federal Insurance Company and/or others to bring claims for relief available under the Bankruptcy Code for the avoidance and recovery of transfers.

b. Recovery. The recovery obtained from the Gotte Avoidance Action, if any, will be property of the Debtors' Estates, subject first to payment to Gotte of the following (i) reimbursement to Gotte for its reasonable attorneys' fees and costs to pursue the Avoidance Action claims, and (ii) a Pro Rata Share of the net recovery (gross recovery minus Gotte's attorney fees and costs related to the Gotte Avoidance Action), which Pro Rata Share shall be commensurate with Gotte's current Pro Rata Share of the final amount of all Unsecured Claims against ASR as allowed and determined by the Court¹⁵. So, for example, if the final total amount of all allowed Unsecured Claims is determined to be \$9,000,000, then after payment of Administrative Claims of the Estates, Gotte's Pro Rata Share of the net recovery would be 76.28% (\$6,865,179.88/\$9,000,000). After payment of these amounts, the balance of the recovery will be turned over to the Disbursing Agent for distribution to Creditors, other than Gotte, pursuant to the Plan. In the event of no recovery, Gotte will receive no reimbursement for its attorneys' fees and costs in pursuing the Gotte Avoidance Action. The allowance payment of Gotte's attorneys' fees and expenses will be subject to the Professional Fee Notice procedures described in in Section III.F. of the Plan.

c. Litigation Materials. The Disbursing Agent and Gotte agree to share Litigation Materials (as defined below) protected by the attorney-client privilege, the work product doctrine, and all other applicable privileges, protections, doctrines, or any other immunity otherwise available, in order to assert the claims and defenses that are or may be asserted in the Gotte Avoidance Action. The Disbursing Agent and Gotte intend to exchange privileged and work product information, orally,

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Gotte Claim	\$6,865,179.88
Total Claims	\$201,216,574.80
Percentage	3.411836%

electronically, and in documents. The Disbursing Agent and Gotte intend to share draft pleadings and memoranda, and other information that may or may not include factual analyses, mental impressions, reports of witness interviews, and other similar information (collectively, "Litigation Materials"). The Disbursing Agent and Gotte would not exchange any of the other parties' Litigation Materials but for the interests of pursuit and defense of the Gotte Avoidance Action, and but for the understanding that by doing so they do not waive any attorney/client privilege, work product privilege or any other applicable privilege. The Disbursing Agent and Gotte agree that in the exchange of Litigation Materials among the parties they shall continue to protect the confidentiality of the Litigation Materials or will not waive any applicable privilege, protection or immunity.

d. Privilege. The Litigation Materials which the Disbursing Agent and Gotte intend to exchange between and among them under the Plan are privileged from disclosure to adverse or other third parties as a result of the attorney-client privilege, the joint-defense privilege, the work product doctrine, and other applicable privileges or protections. By the Plan provisions for conferring standing of the Gotte Avoidance Action to Gotte, the Disbursing Agent and Gotte state that in the pursuit of claims and defense that are the subject of the Gotte Avoidance Action they do not intend to waive any applicable privileges and they intend to preserve to the maximum extent permitted by applicable law the attorney-client privilege, the work-product doctrine and all other privileges or protections which they may have. The disclosure of Litigation Materials by a receiving party does not constitute a waiver of any attorney/client privilege, work product privilege or any other applicable privilege held by the producing party.

e. Waiver. Neither the Disbursing Agent nor Gotte shall have authority to waive any applicable privilege or doctrine for conversations, matters or materials exchanged or developed during the pendency of the Plan on behalf of the other without the

other's consent; nor shall any waiver of an applicable privilege or doctrine by the conduct of any party be construed to apply to any other party.

f. Non-Disclosure. The Disbursing Agent and Gotte shall not disclose any Litigation Materials, and any other conversations, matters of materials otherwise protected by any applicable privileges or doctrines, to any third persons (other than those working with or on behalf of the parties for purposes of the Gotte Avoidance Action) without the consent of the Disbursing Agent and Gotte.

4. Creditors' Trust Distributions

The funds in the Creditors' Trust for each Estate shall be used first for payment of the Administrative Claims of the Estates and the Post-Confirmation Estates, including the fees and expenses of the Disbursing Agent and his Professionals and second, for Distribution to Allowed Claims pursuant to the provisions of the Plan.

The Disbursing Agent shall make interim Distributions of Cash to holders of Allowed Claims at least once each calendar year, but solely in the discretion of the Disbursing Agent as funds are available for Distribution.

The Creditors' Trust for each Estate shall be dissolved and its affairs wound up and the Disbursing Agent shall make any final Distributions, upon the earlier of (i) the date which is five years after the Effective Date, and (ii) that date when, (1) in the reasonable judgment of the Disbursing Agent substantially all of the assets of the Creditors' Trust have been liquidated and there are no substantial potential sources of additional Cash for Distribution, and (2) there remain no substantial Disputed Claims.

After final Distributions have been made in accordance with the terms of the Plan, if the amount of remaining Net Liquidation Proceeds is less than \$5,000, such remaining Cash shall revert to the Disbursing Agent as compensation for the Disbursing Agent.

E. Post-Confirmation Management – Disbursing Agent

Upon the Effective Date, Debtors' existing officers, directors, managers and other managing agents shall resign. The Debtors' current management, Alan Regotti shall be

1 appointed as the Disbursing Agent for the Post-Confirmation Estate and the Creditors' Trust.
2 The Disbursing Agent shall serve without bond.

3 Mr. Regotti is intimately familiar with all aspects of the Debtors' business affairs
4 including, without limitation, the history, facts, Creditors, parties in interest and matters
5 regarding the running of the Debtors' business operations. Thus, Mr. Regotti is uniquely
6 qualified and positioned to manage the affairs of the Debtor following confirmation of the Plan.

7 The Disbursing Agent shall be responsible for all actions necessary to maintain and
8 maximize the affairs of the Debtors' Estates Post-Confirmation and the Creditors' Trust.
9 Without further notice, hearing or Court order, the Disbursing Agent shall have sole and absolute
10 discretion and exclusive authority to oversee the Disbursement of the funds from the Creditors'
11 Trust pursuant to the terms of the Plan.

12 Except as otherwise provided for in the Plan regarding the assignment of the Gotte
13 Avoidance Action to Gotte and Creditors' participation in objections to Disputed Claims (see
14 Section III.H. of the Plan which sets forth the Creditors' participation in objection to Disputed
15 Claims), without further notice, hearing or Court order the Disbursing Agent shall have
16 discretion over whether to prosecute, settle or take action with respect to any and all claims of
17 the Estate, including Causes of Action and objections to Disputed Claims. The Disbursing Agent
18 may compromise or settle any claims of the Estate, including the Causes of Action and litigation
19 related to Disputed Claims without further notice, hearing or Court order. The Disbursing Agent
20 shall exercise reasonable business judgment in determining whether to prosecute, settle or take
21 action regarding any and all claims of the Estate including the Causes of Action and objections to
22 Disputed Claims.

23 The Disbursing Agent shall be responsible for preparing and filing the post-confirmation
24 status reports as required by the Court and the UST and paying all post-confirmation quarterly
25 fees payable to the UST until the Cases are dismissed or a final decree has been entered,
26 whichever occurs first.

27 Since the Petition Date, Mr. Regotti has received no compensation for his services to
28 manage the Debtors' business and financial affairs and to administer the Debtors' Cases. Subject

to either (1) an agreement with Federal for a surcharge against the Federal Pre-Petition Liens, or (2) the avoidance and release of the Federal Pre-petition Liens, Mr. Regotti may receive (i) compensation for his Plan Disbursing Agent services up to the amount of three percent (3%) of all monies disbursed or turned over under the Plan by the Disbursing Agent, including monies disbursed to the Debtors, if any, and holders of Secured Claims, if any, and Professionals employed by the Estate and/or the Disbursing Agent in his administration of the Creditors' Trust and (ii) reimbursement of his actual expenses associated with carrying out his duties as the Disbursing Agent.

F. Employment and Compensation of Professionals

In carrying out his duties under the Plan, the Disbursing Agent shall employ Shulman Hodges & Bastian LLP and any other Professionals he deems are necessary and appropriate using his reasonable business judgment. Except as set forth herein to the contrary, any Professional employed by the Debtors or the Disbursing Agent in this Case after the confirmation of the Plan seeking payment of its post-confirmation fees and costs will be entitled to seek payment of such fees and costs pursuant to the following procedures:

1. The Professional shall submit their billing statement ("Professional Fee Notice") to the Disbursing Agent and counsel for each of Federal, Berkley, Gotte and ICW (collectively the "Noticing Parties"). Submission of the Professional Fee Notice to the Noticing Parties may be made via email, facsimile or United States Mail, first class.

2. If no written objection to the Professional Fee Notice is **received** by the Professional within ten days after service on the Noticing Parties, the Disbursing Agent will pay the Professional's fees and expenses either from (i) any unencumbered funds of the Estate(s), (ii) as may be agreed to by Federal as a surcharge of its collateral, or (iii) Court order.

3. If a written objection to the Professional Fee Notice is filed by one of the Noticing Parties, the Disbursing Agent will not pay the Professional the disputed amounts until the objection has been resolved as may be agreed to by the objecting party or by Court order.

G. Risk Factors

The proposed Plan has the following risks:

1 1. The estimate of the Distributions which will be made to the holders of Allowed
2 Claims represents a projection of future events based upon certain assumptions made by the
3 Debtors regarding the winding down of their affairs and the sale assets of the Estates. For
4 example, if there are no sales or if sale proceeds are less than projected by the Debtors and
5 Secured Claims are not favorably resolved such that funds become available for General
6 Unsecured Claims, the Distribution to Creditors could be reduced - perhaps substantially or none
7 at all. Further, given the difficult economic climate and losses suffered in real estate markets, the
8 sale price for the Meridian Properties could be impacted. The real estate market is uncertain
9 with respect to vacancy rates, rental rates, mortgage rate, and property values, to name a few of
10 the variables.

11 2. The estimate of Distributions may be impacted by the collectability of ASR's
12 accounts receivable. Certain receivables may be in dispute. In addition, collection efforts may be
13 hindered if it is found that records with regards to the receivable are incomplete.

14 3. If the Plan is not confirmed and consummated, there can be no assurance that the
15 holders of Secured Claims will not foreclose on the assets of the Estate, or that the Cases will
16 continue and be delayed. If a foreclosure, or protracted reorganization were to occur, there is a
17 substantial risk that there would be little, if any, value available for Distribution to the holders of
18 Claims.

19 4. The principal issues in the Cases are related to disputes over competing liens
20 impacting the Debtors' assets, some of which are the subject of the Gotte Avoidance Action.
21 Other Disputed liens are held by Berkley, Gotte and ICW. The Distribution to General
22 Unsecured Claims depends largely on the outcome of Secured Claims either by lien avoidance,
23 settlement or payment in full of Allowed Secured Claims, which may not be known until (1)
24 ASR's bonded projects are completed and sureties/insurers such as Federal and Berkley exhaust
25 collection of all receivables on pending ASR projects, (2) all of the Meridian Properties have
26 been sold, and (3) all of Inland's machinery and equipment has been sold. There is no guarantee
27 that (i) Secured Claims will be resolved favorably such that funds become available for General
28 Unsecured Claims, (ii) collection of accounts receivable will be successful, and (iii) that the

1 future sale of the Meridian Properties and/or the future sale of Inland's remaining machinery and
2 equipment will occur at any price, and the projected recovery on the Debtors' assets may be
3 speculative.

4 5. The amount due to some Claimants has not been liquidated and is disputed. Some
5 of the amounts due are subject to pending litigation or are subject to payment by parties other
6 than the Debtors. These factors could impact the Pro Rata Share Distribution to Creditors.

7 6. The amount or benefits that will be achieved from prosecution of Avoidance
8 Actions is unknown and speculative. The Disbursing Agent has not commenced his
9 investigation of such claims or any defenses to such claims. There is also risk inherent in any
10 litigation and potential fees and costs that would be incurred to pursue such claims.

11 7. By reason of the uncertainties inherent in the predictions of future events, the
12 actual Distributions which will be made to the holders of Allowed Claims may well be different
13 from those projected, and such difference may well be material and adverse to the interest of
14 Creditors.

15 The risk factors discussed herein assume confirmation and consummation of the Plan and
16 the transactions contemplated by the Plan, and do not include matters, other than risks pertaining
17 to the ability to fund the Plan and to pay Creditors, that could prevent confirmation or
18 consummation. Prior to voting on the Plan, each holder of an impaired Claim should carefully
19 consider the risk factors enumerated or referred to below as well as all of the information
20 contained in this Disclosure Statement, and the exhibits hereto.

21 **H. Post-Confirmation Estate Claims**

22 The right to enforce, litigate, collect, and settle, on behalf of the Estate (at the expense of
23 the Estate), any and all Claims and Causes of Action which constitute property of the Estates
24 including, but not limited to, any Avoidance Actions, whether or not such Claims or Causes of
25 Action are the subject of litigation pending as of the Effective Date (collectively, the "Post-
26 Confirmation Estate Claims"), shall be vested solely in the Disbursing Agent as of the Effective
27 Date. From and after the Effective Date, the Disbursing Agent shall have the sole right to
28 enforce, file, prosecute, collect, or settle, any Post-Confirmation Estate Claims.

Any litigation based upon Post-Confirmation Estate Claims will be filed no later than two (2) years year after the Effective Date, or within any applicable limitations period, or within such additional period of time as the Bankruptcy Court may allow upon motion of the Disbursing Agent, after such notice as the Bankruptcy Court may deem appropriate. In the event that litigation based upon any Post-Confirmation Estate Claim is not timely commenced, such Post-Confirmation Estate Claim will be deemed forever waived by the Estates and neither the Debtors, Disbursing Agent nor any other party-in-interest will have the right to pursue the same; provided, however, that any such Post-Confirmation Estate Claim may be utilized as a defense against or offset to any Claim or cause of action which may be brought against the Estate.

Notwithstanding the rights of the Disbursing Agent with respect to Post-Confirmation Estate Claims, nothing in the Plan will require the Disbursing Agent to prosecute or litigate any such matters, all of which may be decided by the Disbursing Agent in his sole discretion.

THE DEBTORS AND THE DISBURSING AGENT HAVE NOT FULLY REVIEWED WHETHER POST-CONFIRMATION ESTATE CLAIMS EXIST, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THERE ARE ANY AVOIDANCE ACTIONS WHICH MAY BE BROUGHT AFTER THE EFFECTIVE DATE. THIS INVESTIGATION IS ONGOING AND WILL OCCUR IN LARGE PART AFTER THE EFFECTIVE DATE. AS A RESULT, CREDITORS AND OTHER PARTIES-IN-INTEREST SHOULD BE, AND ARE PURSUANT TO THE TERMS OF THE PLAN, SPECIFICALLY ADVISED THAT, NOTWITHSTANDING THAT THE EXISTENCE OF ANY PARTICULAR POST-CONFIRMATION ESTATE CLAIM MAY NOT BE LISTED, DISCLOSED, OR SET FORTH IN THE DISCLOSURE STATEMENT OR THE PLAN, A POST-CONFIRMATION ESTATE CLAIM MAY BE BROUGHT AGAINST ANY CLAIMANT AT ANY TIME, SUBJECT TO THE BAR DATE LIMITATIONS SET FORTH IN THE PLAN.

I. Objections to Claims

As of the Effective Date, the right to file, prosecute, litigate, resolve, and/or settle objections to Claims (at the expense of the Estate), whether or not any such objection or litigation is pending as of the Effective Date, will be vested in the Disbursing Agent. In addition,

at their own expense, Creditors holding Allowed Claims, may file, prosecute, litigate, resolve, and/or settle objections to Claims provided that settlement or other non-judicial resolution of any objections filed by a Creditor shall be subject to the Disbursing Agent's approval of the non-judicial resolution or settlement of the Claims objection. If the Creditor is successful in objecting to Claims, and there are unencumbered funds in the Estate(s) to pay its fees and expenses in bringing the successful objection, then such fees and expenses may be paid using the following procedures:

1. The Creditor shall submit their billing statement ("Creditor Fee Notice") to the Disbursing Agent and counsel for (i) the Disbursing Agent, (ii) Federal, (iii) Berkley, (iv) Gotte and (v) ICW (collectively the "Noticing Parties"). Submission of the Creditor Fee Notice to the Noticing Parties may be made via email, facsimile or United States Mail, first class.

2. If no written objection to the Creditor Fee Notice is **received** by the Creditor within ten days after service on the Noticing Parties, the Disbursing Agent will pay the Creditor's fees and expenses either from available unencumbered funds of the Estate(s).

3. If a written objection to the Creditor Fee Notice is filed by one of the Noticing Parties, the Disbursing Agent will not pay the Creditor the disputed amounts until the objection has been resolved as may be agreed to by the objecting party or by Court order.

Notwithstanding that the Disbursing Agent shall have the right to file, litigate, prosecute, and settle objections to Claims on behalf of the Estate, nothing contained herein will be deemed to obligate the Disbursing Agent to take any such actions.

Any Claims listed as Disputed in the Disclosure Statement and Plan and the Exhibits attached hereto will be subject to claims objections proceedings. HOWEVER, THE DEBTORS AND THE DISBURSING AGENT HAVE NOT FULLY REVIEWED THE CLAIMS, INCLUDING INTERCOMPANY CLAIMS, OR DETERMINED WHETHER OBJECTIONS TO CLAIMS EXIST. THIS INVESTIGATION IS ONGOING AND WILL OCCUR IN LARGE PART AFTER THE EFFECTIVE DATE. CREDITORS AND OTHER PARTIES IN INTEREST SHOULD BE, AND ARE PURSUANT TO THE TERMS OF THE PLAN SPECIFICALLY ADVISED THAT, NOTWITHSTANDING THAT THE EXISTENCE

OF ANY PARTICULAR OBJECTION TO CLAIM MAY NOT BE LISTED, DISCLOSED, OR SET FORTH HEREIN, AN OBJECTION TO CLAIM MAY BE BROUGHT AGAINST ANY CLAIMANT AFTER THE EFFECTIVE DATE, INCLUDING OBJECTIONS TO INTERCOMPANY CLAIMS.

J. Pending Disputed General Unsecured Claims as of the Date of Distribution

In the event that any objection to any General Unsecured Claim should be pending as of the date on which a Distribution is owed to the holder of such General Unsecured Claim, no Distribution will be made on account of such disputed General Unsecured Claim until such Disputed Claim has been determined and allowed by a Final Order. In the event that a Disputed Claim is allowed by a Final Order, within five Business Days after such Disputed Claim is allowed by such Final Order, such Allowed General Unsecured Claim will be paid to the extent of the Distributions previously made on account of Allowed General Unsecured Claims in the same Class. Further Distributions, if any, on account of such Allowed General Unsecured Claim will be paid directly to the holder of such Allowed General Unsecured Claim, in an aggregate amount not to exceed the amount of the General Unsecured Claim allowed by the Final Order.

K. Unclaimed Distributions

Distributions to holders of Allowed Claims will be made either: (a) at the addresses set forth in the Proof of Claim filed by the Creditor; or (b) at the address set forth in any written notice of address change delivered to the Disbursing Agent after the date on which any related Proof of Claim was filed; or (c) at the address reflected in the Schedules relating to the applicable Allowed Claim if no Proof of Claim has been filed by the Creditor and the Disbursing Agent has not received a written notice of a change of address.

The Disbursing Agent shall not be required to perform any investigation or inquiry as to the proper address for such Creditor if the address stated in any Proof of Claim filed by the Creditor, written notice of change of address filed by the Creditor, or in the Schedules is incorrect.

Any Unclaimed Distribution provided for under the Plan (which will include: (a) checks which have been returned as undeliverable without a proper forwarding address; (b) checks

which were not mailed or delivered because of the absence of a proper address to which to mail or deliver the same; or (c) checks which remain un-negotiated for a period of ninety days, will be retained and utilized by the Disbursing Agent.

Following the earlier to occur of: (a) two years after a Distribution becomes an Unclaimed Distribution, or (b) ninety days after the making of the Final Distribution under the Plan (collectively, the “Unclaimed Distribution Holding Period”), such Unclaimed Distribution will become property of the Creditors’ Trust, free and clear of any restrictions thereon, and the holders of Allowed Claims otherwise entitled to such Unclaimed Distributions will cease to be entitled thereto and their Claims based thereon will be deemed discharged, waived, and forever barred.

Pursuant to Bankruptcy Code Section 347, in the event that Unclaimed Distributions remaining in the Creditors’ Trust after five years from the date of entry of the Confirmation Order are less than \$5,000, such Unclaimed Distributions shall revert to the Disbursing Agent as compensation for the Disbursing Agent. In the event that Unclaimed Distributions remaining in the Disbursement Fund after five years from the date of entry of the Confirmation Order are \$5,001 or more, after payment of all costs of administration of the Plan including payment of Allowed Administrative Claims, Allowed Priority Claims and/or Allowed Secured Claims, such Unclaimed Distributions shall be distributed on a Pro Rata Share basis to Allowed General Unsecured Claims.

L. Other Provisions of the Plan

1. Executory Contracts and Unexpired Leases

a. Assumptions

The following are the unexpired leases and executory contracts that are to be assumed under the Plan:

<u>Other Party to the Contract to Lease</u>	<u>Description of the Contract or Lease to be Assumed</u>
None	

1 On the Effective Date, each of the unexpired leases and executory contracts listed above
2 shall be assumed as obligations of Disbursing Agent under the Plan. The Order of the Court
3 confirming the Plan shall constitute an Order approving the assumption of each contract listed
4 above. If you are a party to contract to be assumed and you object to the assumption of your
5 contract, you must file and serve your objection to the Plan within the deadline for objecting to
6 the confirmation of the Plan.

7 Any monetary defaults under each executory contract to be assumed under the Plan will
8 be satisfied, pursuant to Section 365 of the Bankruptcy Code, in either of the following ways (1)
9 by payment of the default amount in quarterly cash installments commencing on the Effective
10 Date and continuing for one year, or (2) by payment of the default amount on such other terms as
11 agreed to by the Disbursing Agent and the other party to the contract.

12 In the event of a dispute regarding (i) the amount or timing of any cure payments, (ii) the
13 ability of the Disbursing Agent to provide adequate assurance of future performance under the
14 executory contract to be assumed, or (iii) any other matter pertaining to assumption (or
15 assumption and assignment) of the executory contract to be assumed, Disbursing Agent will pay
16 any undisputed cure amount when such payments otherwise are due under the Plan, and the
17 disputed amounts will be paid following the entry of a Final Order resolving the dispute and
18 approving assumption.

19 **2. Rejections**

20 On the Confirmation Date, except for any executory contract or unexpired lease
21 specifically assumed or rejected pursuant to a prior order of the Bankruptcy Court or assumed
22 pursuant to the Plan, each executory contract or unexpired lease entered into by the Debtors prior
23 to the Petition Date that has not previously expired or terminated pursuant to its own terms will
24 be deemed rejected pursuant to Section 365 of the Bankruptcy Code.

25 The unexpired leases and executory contracts that are to be rejected under the Plan
26 include the following:

27 ////

28 ////

<u>Other Party to the Contract to Lease</u>	<u>Description of the Contract or Lease to be Rejected</u>
Another Meridian Company LLC	ASR's month to month tenancy of the Wilson Property
Hasler	Accountant No. XXX 4900 Postage
GE Capital	Account No. XXX 9-007 Kyocera Copier Model number KM-3650W Serial number R8600209

The order confirming the Plan shall constitute an Order approving the rejection of the lease or contract. If you are a party to a contract or lease to be rejected and you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan. See Section I.F.3. for the specific date for deadline for objecting to the confirmation of the Plan.

THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM ARISING FROM THE REJECTION OF LEASE OR CONTRACT IS THIRTY (30) DAYS FROM THE CONFIRMATION DATE. Any Claim based on the rejection of a contract or lease will be barred if the Proof of Claim is not timely filed, unless the Court later orders otherwise.

Proofs of Claim for any Claims arising by reason of any rejection of executory contracts or unexpired leases pursuant to the Plan shall be filed and served upon the Disbursing Agent and counsel for the Disbursing Agent within thirty days after the Confirmation Date. In the event that any such Proof of Claim is not filed and served as set forth herein, such Claim will be deemed conclusively to be waived and will be forever barred in the Case, without further notice. Any Claim timely asserted hereunder arising out of the rejection of an executory contract or unexpired lease will be deemed to be a General Unsecured Claim under the Plan, but will not automatically become an Allowed Claim.

3. Changes In Rates Subject To Regulatory Commission Approval

The Debtors are not subject to governmental regulatory commission approval of rates. The Debtors are not regulated by a governmental commission.

1 **4. Retention of Jurisdiction**

2 Until this Plan has been fully consummated, the Bankruptcy Court shall retain
3 jurisdiction to the extent provided by law, including, but not limited to, the following purposes:

4 1. The classification, allowance, disallowance, or estimation of the Claim of any
5 Claimant and the re-examination of Claims which have been allowed for the purposes of
6 determining acceptance of the Plan at the time of the Confirmation Hearing and the
7 determination of such objections as may be filed to Claims. The failure by the Debtors to object
8 to or to examine any Claim for the purpose of determining acceptance of this Plan shall not be
9 deemed to be a waiver of the right of the Disbursing Agent to object to or to re-examine the
10 Claim, in whole or in part, at a later date.

11 2. Except for as otherwise provided herein, the determination of all questions and
12 disputes regarding title to the assets of Debtors, the Estates, or the Creditors' Trust and the
13 determination of all Causes of Action, controversies, disputes, or conflicts, whether or not
14 subject to any action pending as of the Confirmation Date, in which the Debtors or the Post-
15 Confirmation Estates are a party.

16 3. The correction of any defect, the curing of any omission, or the reconciliation of
17 any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the
18 purposes and intent of the Plan.

19 4. The resolution of any motions, adversary proceedings, contested or litigated
20 matters and any other matters and grant or deny any applications involving the Debtors or the
21 Estate that may be pending on the Effective Date.

22 5. The modification of the Plan after confirmation pursuant to the Bankruptcy Code
23 and the Bankruptcy Rules, or if in the best interests of the Estate and the Creditors, modification
24 of this Plan even after the Plan has been substantially consummated.

25 6. The enforcement and interpretation of the terms and conditions of the Plan or the
26 Confirmation Order, and the determination of such matters, and the making of such orders
27 consistent with the Plan as may be necessary or desirable to effectuate the provisions of the Plan.
28

7. The determination, either before or after the closing of this Case, of any Claims concerning state, local, and federal taxes pursuant to Section 346, 505, 525, or 1146 of the Bankruptcy Code or other applicable law, and the Debtors', the Creditors' Trust or the Estates' entitlement, if any, to tax attributes which may have been property of the Estate, either before or after the closing of this Case.

8. The shortening or extending, for cause, of the time fixed for doing any act or thing under the Plan, on such notice, if any, as the Bankruptcy Court shall determine to be appropriate.

9. The entry of any order, including, without limitation, any injunction, to enforce the title, rights, and powers of the Disbursing Agent, or the Post-Confirmation Estate and such limitations, restrictions, terms, and conditions of such title, rights, and powers as the Bankruptcy Court may deem necessary.

10. The determination of any disputes arising under or relating to any order entered by the Bankruptcy Court in the Case.

11. The determination of the validity, extent, or priority of any liens and security interests against property of Debtors, the Estates, the Post-Confirmation Estates, or the Creditors' Trust.

12. The determination of all actions and proceedings which relate to pre-confirmation matters affecting the Debtors, the Estates or the Creditors' Trust, whether such action or proceeding is brought before or after the Effective Date.

13. The liquidation or allowance of any Claim as well as any objection or dispute concerning any Claim of the Estates or the Creditors' Trust.

14. The determination of all questions and disputes regarding collection of assets of Debtors or the Estates as of the Confirmation Date.

15. The entry of an order concluding and terminating the Cases.

16. Such other matters to the extent provided by law.

M. Tax Consequences of the Plan

CREDITORS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely for the purpose of alerting readers about possible tax issues the Plan may present to the Debtors and/or the Estates. The Debtors CANNOT and DO NOT represent that the tax consequences contained below are the only tax consequences of the Plan because the Tax Code embodies many complicated rules which make it difficult to state completely and accurately all the tax implications of any action on the Debtors' or the Estates' tax liability.

The following are the tax consequences which the Plan will have on the Debtors or the Estates' tax liability:

DUE TO THE UNSETTLED AND COMPLEX NATURE OF SOME OF THE TAX ISSUES, AS WELL AS THE POSSIBILITY THAT DEVELOPMENTS SUBSEQUENT TO THE DATE HEREOF COULD AFFECT THE TAX CONSEQUENCES OF THE PLAN, THE FOLLOWING DISCUSSION SHOULD NOT BE REGARDED AS DEFINITIVE OR AS COVERING ALL POSSIBLE TAX CONSEQUENCES. ADDITIONALLY, THIS SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR CREDITOR OR HOLDER OF AN EQUITY INTEREST IN LIGHT OF ITS INDIVIDUAL CIRCUMSTANCES OR TO CERTAIN CREDITORS AND HOLDERS OF EQUITY INTERESTS SUBJECT TO SPECIAL TREATMENT UNDER THE FEDERAL INCOME TAX LAWS (FOR EXAMPLE, LIFE INSURANCE COMPANIES, TAX-EXEMPT ORGANIZATIONS, FOREIGN CORPORATIONS AND INDIVIDUALS WHO ARE NOT CITIZENS OR RESIDENTS OF THE UNITED STATES).

THIS SUMMARY DOES NOT DISCUSS ANY ASPECT OF STATE, LOCAL OR FOREIGN TAXATION. HOLDERS OF CLAIMS ARE STRONGLY URGED TO CONSULT WITH THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES (FEDERAL, STATE, LOCAL, AND FOREIGN) TO THEM OF THE PLAN.

1 This summary is based upon the laws, regulations, rulings, and decisions in effect on the
2 date hereof and upon certain proposed and temporary regulations, all of which are subject to
3 change (possibly with retroactive effect) by legislation, administrative action or judicial decision.
4 Moreover, due to a lack of definitive judicial or administrative authority and interpretation,
5 substantial uncertainties exist with respect to various tax consequences of the Plan as discussed
6 herein. No rulings have been or are expected to be requested from the IRS or any state tax
7 agency concerning any of the tax matters described herein. There can be no assurance that the
8 IRS or any state tax agency will not challenge the positions taken with respect to any of the
9 issues addressed herein or that a court of competent jurisdiction would not sustain such a
10 challenge.

11 The amount of tax liabilities, if any, will be affected by any deductions the Debtors or
12 their Estates will be entitled to during the year. Thus, at this time, the Debtors cannot estimate
13 the amount of tax liabilities that will be incurred.

14 **V. CONFIRMATION REQUIREMENTS AND PROCEDURES**

15 PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THE PLAN
16 SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON
17 CONFIRMING A CHAPTER 11 PLAN IS VERY COMPLEX. The following discussion is
18 intended solely for the purpose of alerting readers about basic confirmation issues, which they
19 may wish to consider, as well as certain deadlines for filing Claims. The Debtors CANNOT and
20 DO NOT represent that the discussion contained below is a complete summary of the law on this
21 topic.

22 Many requirements must be met before the Court can confirm a Plan. Some of the
23 requirements include that the Plan must be proposed in good faith, acceptance of the Plan,
24 whether the Plan pays Creditors at least as much as Creditors would receive in a Chapter 7
25 liquidation, and whether the Plan is feasible. These requirements are not the only requirements
26 for confirmation.

A. Who May Vote Or Object

1. Who May Object To Confirmation Of The Plan

Any party in interest may object to the confirmation of the Plan, but as explained below not everyone is entitled to vote to accept or reject the Plan.

2. Who May Vote To Accept The Plan

A Creditor has a right to vote for or against the Plan if that Creditor has a Claim which is both (1) allowed or allowed for voting purposes and (2) classified in an impaired class.

3. What Is An Allowed Claim

As noted above, a Creditor or holder of Equity Interests must first have an Allowed Claim or interest to have the right to vote. Generally, any Proof of Claim or interest will be allowed, unless a party in interest brings a motion objecting to the Claim. When an objection to a Claim or interest is filed, the Creditor or interest holder holding the Claim or interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the Claim for voting purposes.

THE BAR DATE FOR FILING A PROOF CLAIM IN THIS CASE IS FEBRUARY 7, 2014. A Creditor may have an Allowed Claim even if a proof of Claim was not timely filed. A Claim is deemed allowed if (i) it is scheduled on the Debtors' Schedules and such Claim is not scheduled as disputed, contingent, or unliquidated, and (ii) no party in interest has objected to the Claim.

4. What Is An Impaired Claim

As noted above, an Allowed Claim only has the right to vote if it is in a class that is impaired under the Plan. A class is impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class. For example, a class comprised of general unsecured Creditors is impaired if the Plan fails to pay the members of that class 100% of what they are owed. In this case, Class 1-C (Zions), Class 1-D (CDC Small Business), Class 1-J (1st Enterprise Bank), Class 1-H (1st Enterprise Bank), Class 1-I (First Insurance Funding Corp), 1-J (Internal Revenue Service), and 1-K Torrey Pines Bank are not impaired. Class 1-A (Federal), Class 1-B (Berkley), Class 1-E (Riverside County Treasurer-Tax Collector), Class 1-F (San

Bernardino County Treasurer-Tax Collector), 1-G (Employment Development Department), 1-L (Gotte and ICW), Class 3 (General Unsecured Claims), Class 4 (Equity Interests) and Class 5 (Intercompany Claims) are impaired.

Parties who dispute the Debtors' characterization of their Claim as being impaired or unimpaired may file an objection to the Plan contending that the Debtors have incorrectly characterized their Claim.

5. Who Is Not Entitled To Vote

The following four types of Claims are not entitled to vote: (1) Claims that have been disallowed; (2) Claims in unimpaired classes; (3) Claims entitled to priority pursuant to Code Sections 507(a)(2), 507(a)(3), and 507(a)(8); and (4) Claims in classes that do not receive or retain any value under the Plan. Claims in unimpaired classes are not entitled to vote because such classes are deemed to have accepted the Plan. Claims entitled to priority pursuant to Code Sections 507(a)(2), 507(a)(3), and (a)(8) are not entitled to vote because such Claims are not placed in classes and they are required to receive certain treatment specified by the Code. Claims in classes that do not receive or retain any value under the Plan do not vote because such classes are deemed to have rejected the Plan. EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.

6. Who Can Vote In More Than One Class

A Creditor whose Claim has been allowed in part as a secured Claim and in part as a General Unsecured Claim is entitled to accept or reject a Plan in both capacities by casting one ballot for the secured part of the Claim and another ballot for the unsecured Claim.

7. Votes Necessary To Confirm The Plan

If impaired classes exist, the Court cannot confirm the Plan unless (i) at least one impaired class has accepted the Plan without counting the votes of any insiders within that class, and (ii) all impaired classes have voted to accept the Plan, unless that Plan is eligible to be confirmed by "cramdown" on non-accepting classes, as discussed below.

1 **8. Votes Necessary For A Class To Accept The Plan**

2 A class of Claims is considered to have accepted the Plan when more than one-half (1/2)
3 in number and at least two-thirds (2/3) in dollar amount of the Claims which actually voted,
4 voted in favor of the Plan.

5 **9. Treatment Of Non-Accepting Classes**

6 As noted above, even if all impaired classes do not accept the proposed Plan, the Court
7 may nonetheless confirm the Plan if the non-accepting classes are treated in the manner required
8 by the Code. The process by which non-accepting classes are forced to be bound by the terms of
9 a Plan is commonly referred to as "cramdown." The Code allows the Plan to be "crammed
10 down" on non-accepting classes of Claims if it meets all consensual requirements except the
11 voting requirements of Section 1129(a)(8) and if the Plan does not "discriminate unfairly" and is
12 "fair and equitable" toward each impaired class that has not voted to accept the Plan as referred
13 to in 11 U.S.C. Section 1129(b) and applicable case law.

14 If an impaired class votes against the Plan, confirmation of the Plan is still possible
15 (cramdown) so long as the Plan is fair and equitable and the non-consenting class is afforded
16 certain treatment defined by the Code. That certain treatment may be very broadly defined as
17 giving a claimant the "full value" of his claim. Such value is determined by the Court and
18 balanced against the treatment afforded the dissenting class of creditors. If the latter is equal to
19 or greater than the former, the Plan may be confirmed despite the objection of that dissenting
20 class, depending upon the treatment of junior claims. In particular, senior claims must be
21 satisfied in full prior to payment of junior claims, unless the holder of senior claims agree to
22 different treatment. This principle, commonly known as the "absolute priority rule," applies only
23 in cases when a class of unsecured claims is impaired and does not accept the Plan. In that
24 event, the absolute priority rule does not apply to all classes of unsecured claims, but only to the
25 dissenting class and classes junior to the dissenting class.

26 **10. Request For Confirmation Despite Nonacceptance By Impaired Class(es)**

27 The Debtors will ask the Court to confirm the Plan by cramdown on impaired Classes if
28 such Classes do not vote to accept the Plan.

1 **B. Liquidation Analysis**

2 Another confirmation requirement is the "Best Interest Test", which requires a liquidation
3 analysis. Under the Best Interest Test, if a Claimant is in an impaired class and that Claimant
4 does not vote to accept the Plan, then that Claimant must receive or retain under the Plan
5 property of a value not less than the amount that such holder would receive or retain if the
6 Debtors' assets were liquidated under Chapter 7 of the Bankruptcy Code.

7 In a Chapter 7 case, a debtor's assets are usually sold by a Chapter 7 trustee. Secured
8 Creditors are paid first from the sales proceeds of properties on which the secured Creditor has a
9 lien. Administrative Claims are paid next. Next, unsecured Creditors are paid from any
10 remaining sales proceeds, according to their rights to priority. Unsecured Creditors with the
11 same priority share in proportion to the amount of their Allowed Claim in relationship to the
12 amount of total allowed unsecured Claims.

13 For the Court to be able to confirm the Plan, the Court must find that all Creditors who do
14 not accept the Plan will receive at least as much under the Plan as such holders would receive
15 under a Chapter 7 liquidation. The Debtors maintain that this requirement is met here. If no
16 chapter 11 plan can be confirmed, the Debtors' chapter 11 cases may be converted to a case
17 under chapter 7 of the Bankruptcy Code to liquidate the assets of the Debtors for distribution in
18 accordance with the priorities established by the Bankruptcy Code. The Debtors believe that
19 liquidation under chapter 7 would result in lower distributions being made to creditors than those
20 provided for in the Plan because, among other reasons, (1) additional administrative expenses
21 would be incurred in a chapter 7 liquidation, specifically those of a chapter 7 trustee charging
22 statutory fees of up to 3% of disbursements and any costs of counsel to the chapter 7 trustee to
23 become familiar with the facts and circumstances of these cases, and (2) the additional delay in
24 distributions that would occur if the Debtors' chapter 11 cases were converted to a case under
25 chapter 7,

26 In a Chapter 7 case, a trustee is appointed and entitled to compensation from the
27 bankruptcy estate in an amount not to exceed 25% on the first \$5,000 of all moneys disbursed,
28 10% on any amount over \$5,000 but less than \$50,000, 5% on any amount over \$50,000 but not

in excess of \$1 million, and 3% on all amounts over \$1 million. In this case the trustee's compensation and expenses is estimated to equal at least \$150,000. However, through the Plan, no trustee's compensation and expenses will be incurred.

In addition, because the Chapter 7 Trustee will replace the Professionals currently employed by the Estate, the Chapter 7 Trustee's new professionals will burden the Estate with substantial fees to become familiar with the issues of this case. Although these fees are difficult to estimate, they could result in additional administrative expenses of approximately \$100,000 more to assist the Trustee in pursuit of the litigation claims of the Estate. Based upon the foregoing, the estimate for liquidation analysis for the Chapter 7 administrative expenses has been conservatively estimated at \$250,000 (Trustee's compensation and expenses plus the compensation and expenses of his professionals).

Under the Best Interests Test, all that is required is for Creditors to receive as much as they would under Chapter 7 of the Bankruptcy Code. Here, the Debtors believe the Best Interests Test has been met in that under the Plan, Creditors will receive as much or more than they would receive under a Chapter 7 liquidation.

Below is a demonstration, in balance sheet format, that all Creditors will receive at least as much under the Plan as such Creditor would receive under a Chapter 7 liquidation. The information regarding value of the assets has been provided by the Debtors based on their familiarity with their assets.

ASSETS VALUED AT LIQUIDATION VALUES

ASSETS AT LIQUIDATION VALUE		LIQUIDATION VALUE
Cash on Hand		\$2,943,135.52
Listed in ASR's 3/31/2015 Monthly Operating Report	\$8,718.72	
Listed in Meridian's 3/31/2015 Monthly Operating Report	\$1,780,032.07	
Listed in Inland's 3/31/2015 Monthly Operating Report	\$1,154,384.73	
Total Estimated	\$2,943,135.52	

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE								
<p>Other Cash On Hand</p> <table border="1" data-bbox="342 258 1122 489"> <tr> <td>ASR Escrow Accounts Listed in ASR's 3/31/2015 Monthly Operating Report</td><td>\$2,674,146.38</td></tr> <tr> <td>ASR Fund Control Accounts Listed in ASR's 3/31/2015 Monthly Operating Report</td><td>\$359,975.08</td></tr> <tr> <td>Total Estimated</td><td>\$3,034,121.46</td></tr> </table> <p>The liquidation value for these accounts takes into account that the funds held in the accounts include retention funds that are subject to setoff by the owners of ASR's construction projects and liens and subrogation rights related to performance bonds on the projects. Some of the funds were assigned to Federal and/or Berkeley more than ninety days prior to the Petition Date and may be used to pay down the claims of Federal and/or Berkeley.</p>	ASR Escrow Accounts Listed in ASR's 3/31/2015 Monthly Operating Report	\$2,674,146.38	ASR Fund Control Accounts Listed in ASR's 3/31/2015 Monthly Operating Report	\$359,975.08	Total Estimated	\$3,034,121.46	\$0.00		
ASR Escrow Accounts Listed in ASR's 3/31/2015 Monthly Operating Report	\$2,674,146.38								
ASR Fund Control Accounts Listed in ASR's 3/31/2015 Monthly Operating Report	\$359,975.08								
Total Estimated	\$3,034,121.46								
<p>Security Deposits</p> <table border="1" data-bbox="342 825 1122 1056"> <tr> <td>Certificate of Deposit account for the benefit of the California Contractors State License Board</td><td>\$12,600</td></tr> <tr> <td>Certificate of Deposit account for the benefit of Southern California Edison</td><td>\$10,600</td></tr> <tr> <td>Total Estimated</td><td>\$23,200</td></tr> </table> <p>The liquidation value for these accounts takes into account that the funds held in the accounts are security deposits.</p>	Certificate of Deposit account for the benefit of the California Contractors State License Board	\$12,600	Certificate of Deposit account for the benefit of Southern California Edison	\$10,600	Total Estimated	\$23,200	\$0.00		
Certificate of Deposit account for the benefit of the California Contractors State License Board	\$12,600								
Certificate of Deposit account for the benefit of Southern California Edison	\$10,600								
Total Estimated	\$23,200								
<p>Accounts Receivable</p> <table border="1" data-bbox="342 1245 1122 1665"> <tr> <td>Listed in ASR's 3/31/2015 Monthly Operating Report (Pre- Petition amount of \$6,023,351.97 which includes amounts over 90 days old of \$3,217,403.72 and retentions of \$2,805,948.21) (Post-petition amount of \$693,932.33)</td><td>\$6,717,284.20</td></tr> <tr> <td>Listed in Meridian's 3/31/2015 Monthly Operating Report</td><td>\$0.00</td></tr> <tr> <td>Listed in Inland's 3/31/2015 Monthly Operating Report</td><td>\$0.00</td></tr> <tr> <td>Total Estimated</td><td>\$6,717,284.20</td></tr> </table> <p>The liquidation value reflects the difficulty of collection by a Chapter 7 Trustee without the assistance of Debtors' management (reduction of thirty percent). The collection of receivables should not be relied upon and Creditors should assume that the recovery may be less than the estimated recovery value.</p>	Listed in ASR's 3/31/2015 Monthly Operating Report (Pre- Petition amount of \$6,023,351.97 which includes amounts over 90 days old of \$3,217,403.72 and retentions of \$2,805,948.21) (Post-petition amount of \$693,932.33)	\$6,717,284.20	Listed in Meridian's 3/31/2015 Monthly Operating Report	\$0.00	Listed in Inland's 3/31/2015 Monthly Operating Report	\$0.00	Total Estimated	\$6,717,284.20	\$4,702,098.94
Listed in ASR's 3/31/2015 Monthly Operating Report (Pre- Petition amount of \$6,023,351.97 which includes amounts over 90 days old of \$3,217,403.72 and retentions of \$2,805,948.21) (Post-petition amount of \$693,932.33)	\$6,717,284.20								
Listed in Meridian's 3/31/2015 Monthly Operating Report	\$0.00								
Listed in Inland's 3/31/2015 Monthly Operating Report	\$0.00								
Total Estimated	\$6,717,284.20								

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE										
<p>Meridian Properties¹⁶</p> <table border="1" data-bbox="347 260 1118 428"> <tr> <td>Wilson Property</td><td>\$.00</td></tr> <tr> <td>Perris Property</td><td>\$470,000</td></tr> <tr> <td>San Bernardino Property</td><td>\$240,000</td></tr> <tr> <td>Phelan Property</td><td>\$.00</td></tr> <tr> <td>Total Estimated</td><td>\$710,000</td></tr> </table> <p>Liquidation value reflects a thirty percent reduction of Meridian's estimated fair market value.</p>	Wilson Property	\$.00	Perris Property	\$470,000	San Bernardino Property	\$240,000	Phelan Property	\$.00	Total Estimated	\$710,000	\$710,000
Wilson Property	\$.00										
Perris Property	\$470,000										
San Bernardino Property	\$240,000										
Phelan Property	\$.00										
Total Estimated	\$710,000										
<p>Inland Remaining Machinery and Equipment - total estimated at \$200,000.¹⁷</p> <p>Liquidation value reflects a thirty percent reduction of Inland's estimated fair market value.</p>	\$140,000										
<p>ASR Office Furniture and Equipment : \$15,000 ASR Construction Supplies: \$25,000</p> <table border="1" data-bbox="352 812 1114 911"> <tr> <td>ASR Office Furniture and Equipment</td><td>\$15,000</td></tr> <tr> <td>ASR Construction Supplies</td><td>\$25,000</td></tr> <tr> <td>Total Estimated</td><td>\$40,000</td></tr> </table> <p>Liquidation value reflects a thirty percent reduction of ASR's estimated fair market value.</p>	ASR Office Furniture and Equipment	\$15,000	ASR Construction Supplies	\$25,000	Total Estimated	\$40,000	\$28,000				
ASR Office Furniture and Equipment	\$15,000										
ASR Construction Supplies	\$25,000										
Total Estimated	\$40,000										
<p>Causes of Action Unknown and speculative. The amount recovered is anticipated to be the same under the Chapter 11 Plan or under a Chapter 7 liquidation.</p>	\$0										
<p>Total Assets At Liquidation Value</p>	\$8,523,234.46										
<p>LESS LIABILITIES IN CHAPTER 7 CASE</p>											

¹⁶ The Wilson Property has been sold and Creditors Zions and CDC Small Business have been paid. The Phelan Property has already been sold. The proceeds from the two sales are held in Meridian's Debtor in Possession Accounts and are included in the Cash on Hand values above.

¹⁷ The proceeds from the prior auction sales are held in Inland's Debtor in Possession Accounts and are included in the Cash on Hand values above.

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE																										
<p>Less: Secured Creditor's recovery¹⁸</p> <table border="1"> <tr><td>Federal</td><td>\$171,597,580</td></tr> <tr><td>Berkley</td><td>\$15,571,500</td></tr> <tr><td>Zions (already paid)</td><td>\$0.00</td></tr> <tr><td>CDC Small Business (already paid)</td><td>\$0.00</td></tr> <tr><td>Riverside County Treasurer-Tax Collector</td><td>\$25,481.46</td></tr> <tr><td>San Bernardino County Treasurer-Tax Collector</td><td>\$4,237.04</td></tr> <tr><td>Employment Development Department</td><td>\$6,155.71</td></tr> <tr><td>1st Enterprise Bank</td><td>\$0.00</td></tr> <tr><td>First Insurance Funding Corp</td><td>\$9,497.55</td></tr> <tr><td>Internal Revenue Service (levy against Gotte)</td><td>\$0.00</td></tr> <tr><td>Torrey Pines Bank (levy against Gotte)</td><td>\$0.00</td></tr> <tr><td>Gotte ICW</td><td>\$0.00</td></tr> <tr><td>Total</td><td>\$187,214,451.76</td></tr> </table>	Federal	\$171,597,580	Berkley	\$15,571,500	Zions (already paid)	\$0.00	CDC Small Business (already paid)	\$0.00	Riverside County Treasurer-Tax Collector	\$25,481.46	San Bernardino County Treasurer-Tax Collector	\$4,237.04	Employment Development Department	\$6,155.71	1st Enterprise Bank	\$0.00	First Insurance Funding Corp	\$9,497.55	Internal Revenue Service (levy against Gotte)	\$0.00	Torrey Pines Bank (levy against Gotte)	\$0.00	Gotte ICW	\$0.00	Total	\$187,214,451.76	(\$187,214,451.76)
Federal	\$171,597,580																										
Berkley	\$15,571,500																										
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Gotte ICW	\$0.00																										
Total	\$187,214,451.76																										
Less: Chapter 7 trustee's fees and expenses	(\$250,000)																										
<p>Less: Chapter 11 administrative expenses</p> <table border="1"> <tr><td>Shulman Hodges & Bastian LLP</td><td>\$107,012.48</td></tr> <tr><td>Rogers Anderson Malody & Scott LLP CPA</td><td>\$32,626.32</td></tr> <tr><td>Lester & Cantrell LLP</td><td>\$0.00</td></tr> <tr><td>John D. Mannerino</td><td>\$0.00</td></tr> <tr><td>Court fees</td><td>\$500</td></tr> <tr><td>UST quarterly fees</td><td>\$5,000</td></tr> <tr><td>Internal Revenue Service</td><td>\$35,000</td></tr> <tr><td>Total</td><td>\$180,138.80</td></tr> </table>	Shulman Hodges & Bastian LLP	\$107,012.48	Rogers Anderson Malody & Scott LLP CPA	\$32,626.32	Lester & Cantrell LLP	\$0.00	John D. Mannerino	\$0.00	Court fees	\$500	UST quarterly fees	\$5,000	Internal Revenue Service	\$35,000	Total	\$180,138.80	(\$180,138.80)										
Shulman Hodges & Bastian LLP	\$107,012.48																										
Rogers Anderson Malody & Scott LLP CPA	\$32,626.32																										
Lester & Cantrell LLP	\$0.00																										
John D. Mannerino	\$0.00																										
Court fees	\$500																										
UST quarterly fees	\$5,000																										
Internal Revenue Service	\$35,000																										
Total	\$180,138.80																										

¹⁸ The Wilson Property has been sold and Creditors Zions and CDC Small Business have been paid.

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE														
<p>Less: Priority Claims</p> <table border="1"> <tr> <td>Priority Tax Claim of Internal Revenue Service</td><td>\$29,492.55</td></tr> <tr> <td>Priority Tax Claim of Employment Development Department</td><td>\$25,000</td></tr> <tr> <td>Priority Tax Claim of Riverside County Treasurer and Tax Collector</td><td>\$63,639.66</td></tr> <tr> <td>Priority Tax Claim of State Board Equalization</td><td>\$104,713.77</td></tr> <tr> <td>Priority Tax Claim of Franchise Tax Board</td><td>Unknown</td></tr> <tr> <td>Class 2 Priority Non-Tax Claims (Carpenters Southwest Administrative Corporation)</td><td>\$75,306.47</td></tr> <tr> <td>Total</td><td>\$298,152.45</td></tr> </table>	Priority Tax Claim of Internal Revenue Service	\$29,492.55	Priority Tax Claim of Employment Development Department	\$25,000	Priority Tax Claim of Riverside County Treasurer and Tax Collector	\$63,639.66	Priority Tax Claim of State Board Equalization	\$104,713.77	Priority Tax Claim of Franchise Tax Board	Unknown	Class 2 Priority Non-Tax Claims (Carpenters Southwest Administrative Corporation)	\$75,306.47	Total	\$298,152.45	<p>(\$298,152.45)</p>
Priority Tax Claim of Internal Revenue Service	\$29,492.55														
Priority Tax Claim of Employment Development Department	\$25,000														
Priority Tax Claim of Riverside County Treasurer and Tax Collector	\$63,639.66														
Priority Tax Claim of State Board Equalization	\$104,713.77														
Priority Tax Claim of Franchise Tax Board	Unknown														
Class 2 Priority Non-Tax Claims (Carpenters Southwest Administrative Corporation)	\$75,306.47														
Total	\$298,152.45														
(1) Balance for General Unsecured Claims	\$0.00														
<p>(2) Total amount of Unsecured Claims (Approximate) (Includes Disputed Claims and the Alleged Disputed Secured Claims of Gotte and ICW)</p>	\$197,341,866.91														
<p>% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WOULD RECEIVE OR RETAIN IN A CHAPTER 7 LIQUIDATION:</p> <table border="1"> <tr> <td>Amount of Funds Available</td><td>\$0.00</td></tr> <tr> <td>Total Unsecured Creditors</td><td>\$197,341,866.91</td></tr> <tr> <td>Estimated Distribution Percentage</td><td>0%</td></tr> </table>	Amount of Funds Available	\$0.00	Total Unsecured Creditors	\$197,341,866.91	Estimated Distribution Percentage	0%	0%								
Amount of Funds Available	\$0.00														
Total Unsecured Creditors	\$197,341,866.91														
Estimated Distribution Percentage	0%														

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE
% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WILL RECEIVE OR RETAIN UNDER THIS PLAN:	Unknown. Depends on the outcome of allowance of Secured Claims either by lien avoidance, settlement or payment in full of Allowed Secured Claims, including those are the subject of the Gotte Avoidance Action and which may not be known until (1) ASR's bonded projects are completed and sureties/insurers such as Federal and Berkley exhaust collection of all receivables on pending ASR projects, (2) all of the Meridian Properties have been sold, and (3) all of Inland's machinery and equipment has been sold.

Below is a demonstration, in tabular format, that all Creditors will receive at least as much under the Plan as such Creditor would receive under a Chapter 7 liquidation.

<u>Claims and Classes</u>	<u>Payout Percentage Under the Plan</u>	<u>Payout Percentage in a Chapter 7 Liquidation</u>
Administrative Claims	100%	0%
Secured Claim Class 1-A (Federal)	To Be Determined. Anticipated that Federal and the Debtors or the Disbursing Agent, as the case may be, will agree to a reduced Secured Claim amount.	Less than 100%
Secured Claim Class 1-B (Berkley)	To Be Determined. Anticipated that Berkley and the Debtors or the Disbursing Agent, as the case may be, will agree to a reduced Secured Claim amount.	Less than 100%
Secured Claim Class 1-C (Zions)	Already Paid	Already Paid
Secured Claim Class 1-D (CDC Small Business)	Already Paid	Already Paid
Secured Claim Class 1-E (Riverside County Treasurer-Tax Collector)	100%	100%

<u>Claims and Classes</u>	<u>Payout Percentage Under the Plan</u>	<u>Payout Percentage in a Chapter 7 Liquidation</u>
Secured Claim Class 1-F (San Bernardino County Treasurer-Tax Collector)	100%	100%
Secured Claim Class 1-G (Secured Claim of Employment Development Department)	100%	100%
Secured Claim Class 1-H (Secured Claim of 1st Enterprise Bank)	0%	0%
Secured Claim Class 1-I (First Insurance Funding Corp)	100%	100%
Secured Claim Class 1-J (Internal Revenue Service re levy against Gotte)	0%	0%
Secured Claim Class 1-K (Torrey Pines Bank re levy against Gotte)	0%	0%
Secured Claim Class 1-L Gotte and ICW	0% Treated as General Unsecured Claim	Treated as General Unsecured Claim
Class 2 Priority Non-Tax Claims (Carpenters Southwest Administrative Corporation)	To Be Determined	0%
Class 3 General Unsecured Claims	To Be Determined – depends on the outcome of Secured Claims either by lien avoidance, settlement or payment in full of Allowed Secured Claims, which may not be known until (1) ASR's bonded projects are completed and sureties/insurers such as Federal and Berkley exhaust collection of all receivables on pending ASR projects, (2) all of the Meridian Properties have been sold, and (3) all of Inland's machinery and equipment has been sold.	0%
Class 4 Equity Interests	0%	0%
Class 5 Intercompany Claims	0%	0%

Creditors receive more favorable treatment under the Plan. If no chapter 11 plan can be confirmed, the Debtors' chapter 11 cases may be converted to a case under chapter 7 of the Bankruptcy Code to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in lower distributions being made to creditors than those provided for in the Plan because, among other reasons, (1) additional administrative expenses would be incurred in a chapter 7 liquidation, specifically those of a chapter 7 trustee charging statutory fees of up to 3% of disbursements and any costs of counsel to the chapter 7 trustee to become familiar with the facts and circumstances of these cases, and (2) the additional delay in distributions that would occur if the Debtors' chapter 11 cases were converted to a case under chapter 7.

The Debtors, with the assistance of their professionals, have considered their options and have concluded that the Plan offers the best and highest recoveries for Creditors. The Debtors have concluded that the Plan provides greater potential recoveries for Creditors than any feasible alternative.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successors to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan. The Plan provides for a liquidation of the Debtors' remaining assets and a distribution of the Cash proceeds to Creditors in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. The Debtors will not be conducting any business operations after the Effective Date. The ability to make distributions described in the Plan therefore does not depend on future earnings or operations of the Debtors, but only on the orderly liquidation of the Debtors' remaining assets. Accordingly, the Debtors believe that the Plan is feasible and meets the requirements of section 1129(a)(11) of the Bankruptcy Code.

1 YOU ARE ADVISED TO CONSULT WITH YOUR ACCOUNTANT OR FINANCIAL
2 ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THESE FINANCIAL
3 STATEMENTS.

4 **VI. EFFECT OF CONFIRMATION OF THE PLAN**

5 **A. Discharge**

6 Pursuant to Code Section 1141(d)(3)(A), the confirmation of the Plan does not discharge
7 the Debtors of liability for payment of debts incurred prior to confirmation of the Plan as the
8 Plan provides for the liquidation all property of the Debtors' Estates. .

9 **B. Exculpation**

10 The Exculpated Parties shall neither have, nor incur, any liability¹⁹ to any entity for any
11 act taken or omitted to be taken in connection with, relating to, or arising out of their role in the
12 Estates, formulating, negotiating, soliciting, preparing, disseminating, implementing, confirming,
13 or effecting the consummation of the Plan, the Disclosure Statement, the Creditors' Trust, the
14 administration of the Plan or the property to be distributed under the Plan or related to the
15 issuance, distribution, and/or sale of any security, or any contract, instrument, release, or other
16 agreement or document created or entered into in connection with the Plan; provided, however,
17 that the foregoing shall not affect the liability of any Person that otherwise would result from any
18 such act or omission to the extent such act or omission is determined by a Final Order to have
19 constituted fraud, willful misconduct, gross negligence, bad faith, self-dealing or breach of duty
20 of loyalty.

21 As of the Effective Date, and without the necessity of any further act, the Debtors, the
22 Estates, and all holders of Claims against the Debtors that receive a Distribution under the Plan,
23 on behalf of themselves and their respective successors, assigns, employees, agents, officers,
24 directions, attorneys and representatives (collectively the "Releasers") shall be deemed to release
25

26 ¹⁹ Including liability arising under the Bankruptcy Code and non-bankruptcy law, and any
27 subordination, alter ego, indemnification or contribution theories of recovery, and interest
28 or other costs, penalties, legal, accounting and other professional fees and expenses, and
incidental, consequential and punitive damages payable to third parties.

and waive any and all Claims, liabilities, and causes of action, of any kind, nature or description, whether matured or unmatured, contingent or absolute, liquidated or unliquidated, relating to the Debtors or their Estates, that any of the Releasors had or through the Effective Date has against the Debtors, the Estates, and the Debtors' officers, managers, agents and Professionals (collectively the "Releasees") including, those arising under the Bankruptcy Code and non-bankruptcy law, and any subordination, alter ego, indemnification or contribution theories of recovery, and interest or other costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties.

Notwithstanding the foregoing, nothing herein shall (1) release the Post-Confirmation Estates from its duties under the Plan, and/or (2) impact, alter or impair any separate obligations any Exculpated Parties, Insiders, or the Debtors' officers, directors, or managers may have for indemnification of any Claims or otherwise, including claims against Exculpated Parties, Insiders or the Debtors' officers, directors, or managers, arising under indemnity obligations they may have to Federal and Berkley.

C. Vesting of Property in the Creditors' Trust

Except as provided elsewhere in the Plan, on the Effective Date, the property of the each of the Debtors' separate Estates shall be transferred to the Creditors' Trust for each of the Debtors' Estates to be administered by the Disbursing Agent pursuant to the Plan subject to Claims, liens, encumbrances, or interests of Creditors, holders of Equity Interests, parties-in-interest, and other entities in accordance with the Plan. After the Confirmation Date, the sale of any property owned by the Creditors' Trust shall not be subject to or require Court approval.

From and after the Effective Date, the Disbursing Agent on behalf of the Creditors' Trust may acquire, and dispose of property and settle and compromise claims without supervision by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than restrictions expressly imposed by the Plan, the Confirmation Order, and any document, agreement, or instrument delivered in connection therewith.

Except as otherwise provided in the Plan or in the Confirmation Order, the rights afforded in the Plan and the treatment of all Claims in the Plan will be in exchange for and in

complete satisfaction, discharge, and release of all Claims (including Administrative Claims and any interest accrued on any Claim from and after the Petition Date) against the Debtors and any of their assets and properties.

D. Modification of the Plan

The Debtors may modify the Plan at any time before confirmation. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

The Debtors, and/or the Disbursing Agent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

If the Bankruptcy Court determines that a post-confirmation modification of the Plan is in the best interest of the Estate and the Creditors, even after substantial consummation of the Plan, then, notwithstanding the provisions of Section 1127(b) of the Bankruptcy Code, the Bankruptcy Court may authorize such modification of the Plan, after notice and a hearing, in such manner and under such conditions, as the Bankruptcy Court deems appropriate. Such modifications shall not include any change to the injunction pursuant to Section 105 of the Bankruptcy Code.

E. Post-Confirmation Status Reports

Within 120 days of the entry of the order confirming the Plan, the Disbursing Agent shall file a status report with the Bankruptcy Court explaining what progress has been made toward consummation of the confirmed Plan. The status report shall be served on the United States Trustee and those parties who have requested special notice in the Cases. Further status reports shall be filed every 120 days and served on the same entities.

F. Post-Confirmation Conversion/Dismissal

A Creditor or party in interest may bring a motion to convert or dismiss the case under Section 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the Bankruptcy Court orders the case converted to Chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter 11 Estates, and that has not been disbursed pursuant to the Plan, will revert in the Chapter 7 estate. The automatic stay will be reimposed upon the reverted property, but only to the extent that relief from stay was not previously

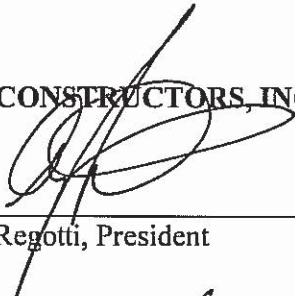
1 authorized by the Court during this case. The order confirming the Plan may also be revoked
2 under very limited circumstances, but such revocation shall not include any revocation
3 or change to the injunction pursuant to Section 105 of the Bankruptcy Code. The Court may
4 revoke the order if the order of confirmation was procured by fraud and if a party in interest
5 brings an adversary proceeding to revoke confirmation within 180 days after the entry of the
6 order of confirmation.

7 **G. Substantial Consummation**

8 Upon the Effective Date, the Plan will be deemed substantially consummated under
9 Bankruptcy Code sections 1101 and 1127(b).

10 Dated: May 12, 2015

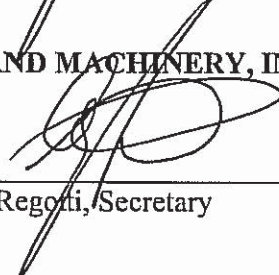
11 **ASR CONSTRUCTORS, INC., a California corporation**

12 
13 _____
14 Alan Regotti, President

15 **ANOTHER MERIDIAN COMPANY, LLC., a**
16 **California limited liability company**

17 
18 _____
19 Alan Regotti, Managing Member

20 **INLAND MACHINERY, INC., a California corporation**

21 
22 _____
23 Alan Regotti, Secretary

24 **SHULMAN HODGES & BASTIAN LLP**

25 /s/ James C. Bastian, Jr.

26 _____
27 James C. Bastian, Jr.
28 Melissa Davis Lowe
Attorneys for the Debtors

DECLARATION

DECLARATION OF ALAN REGOTTI

I, Alan Regotti, declare:

1. I am the President of ASR Constructors, Inc. a California corporation ("ASR"), the Managing Member of Another Meridian Company, LLC a California limited liability company ("Meridian"), and the Secretary of Inland Machinery, Inc. a California corporation, each a debtor and debtor in possession (collectively the "Debtors"), and am one of the persons responsible for the administration of the Debtors. I have personal knowledge of the facts set forth herein and could, if called as a witness, competently testify thereto. I am also personally familiar with, and am custodian of, the records of the Debtors as they pertain to the financial records set forth herein. The records of the Debtors are made by employees or agents of the Debtors who report to me and who have a business duty to enter the records of the Debtors accurately and at or near the time of the event which they record.

2. I make this declaration in support of approval of the Second Amended Disclosure Statement for the Second Amended Chapter 11 Liquidating Plan Jointly Proposed by the Debtors ("Disclosure Statement").

3. I have personal knowledge of the matters set forth in this Declaration and if called upon to testify, I could and would testify competently thereto.

4. I have read the Disclosure Statement, to the best of my knowledge, all of the information contained therein is true and correct.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 12, 2015, at Wildomar, California.



Alan Regotti

EXHIBIT 1-A

Payments Totaling Made to Creditors Ninety Days Prior to the Petition Date

6/1/2013 To 9/30/2013

90 Day Payment Lookback

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
13 - Alert Insulation Inc.										
116354	May Invoice	5-048	08/13/13	08/13/13	08/13/13	8,100.00	8,100.00	8/13/2013	0.00	
116483			08/31/13	08/31/13	08/31/13	9,000.00	8,100.00	8/20/2013	900.00	900.00
**TOTAL						17,100.00	16,200.00		900.00	900.00
15 - Golden State Roofing Waterproo										
116361	May Invoice-Closed	1	08/13/13	08/13/13	08/13/13	68,449.50	68,449.50	8/13/2013	0.00	
116488			08/31/13	08/31/13	08/31/13	4,637.50	4,173.75	8/20/2013	463.75	463.75
**TOTAL						73,087.00	72,623.25		463.75	463.75
36 - Caston, Inc										
116369	April Invoice-Closed	11029-43013	08/13/13	08/13/13	08/13/13	9,675.00	9,675.00	8/13/2013	0.00	
116436	May Invoice	11029-43013A	08/15/13	08/15/13	08/15/13	43,659.00	43,659.00	8/15/2013	0.00	
116458			08/20/13	08/20/13	08/20/13	32,733.00	32,733.00	8/20/2013	0.00	
116524			07/31/13	07/31/13	07/31/13	104,097.94	104,097.94	7/31/2013	0.00	
116527			07/31/13	07/31/13	07/31/13	8,325.68	8,325.68	7/31/2013	0.00	
**TOTAL						198,490.62	198,490.62		0.00	0.00
52 - MG Lighting & Electric, Inc.										
116523			07/31/13	07/31/13	07/31/13	21,000.00	21,000.00	7/31/2013	0.00	
**TOTAL						21,000.00	21,000.00		0.00	0.00
106 - Hub Construction Specialties										
115121		12009185	02/19/13	02/19/13	02/19/13	0.00	211.09	6/20/2013	-211.09	
115570	012293	Y02005679	04/30/13	04/30/13	04/30/13	0.00	192.56	6/20/2013	-192.56	
115571	012293	Y02006421	04/30/13	04/30/13	04/30/13	0.00	148.01	6/20/2013	-148.01	
115579	012293	Y02007481	04/30/13	04/30/13	04/30/13	0.00	1,865.53	6/20/2013	-1,865.53	
115580	012293	Y02008058	04/30/13	04/30/13	04/30/13	0.00	2,458.67	6/20/2013	-2,458.67	
115581	012293	Y02008393	04/30/13	04/30/13	04/30/13	0.00	1,586.30	6/20/2013	-1,586.30	
115586	012293	Y02014825	04/30/13	04/30/13	04/30/13	0.00	8,896.45	6/20/2013	-8,896.45	
115593	012293	Y02011226	04/30/13	04/30/13	04/30/13	0.00	268.46	6/20/2013	-268.46	
115624	012293	Y03002637	05/31/13	05/31/13	05/31/13	0.00	2,356.91	6/20/2013	-2,356.91	
115626		Y03001601	05/31/13	05/31/13	05/31/13	0.00	2,046.60	6/20/2013	-2,046.60	
115738		Y03006940	05/30/13	05/30/13	05/30/13	0.00	466.63	6/20/2013	-466.63	
115740		Y03012245	05/31/13	05/31/13	05/31/13	0.00	60.57	6/20/2013	-60.57	
115789		Y003002627	05/31/13	05/31/13	05/31/13	-9,051.16			-9,051.16	
115878		Y04001639	06/30/13	06/30/13	06/30/13	78.31	78.31	6/20/2013	0.00	
115887		Y04001881	06/30/13	06/30/13	06/30/13	935.50	935.50	6/20/2013	0.00	

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
106 - Hub Construction Specialties										
115895		Y04000761	06/30/13	06/30/13	06/30/13	22.14	22.14	6/20/2013	0.00	
115897		Y04013139	06/30/13	06/30/13	06/30/13	210.60	210.60	6/20/2013	0.00	
115898		Y04013584	06/30/13	06/30/13	06/30/13	135.97	135.97	6/20/2013	0.00	
115899		Y04012437	06/30/13	06/30/13	06/30/13	364.66	215.35	6/20/2013	149.31	
115955		Y04015076	06/30/13	06/30/13	06/30/13	107.17	107.17	6/20/2013	0.00	
116039		Y04015973	06/30/13	06/30/13	06/30/13	185.11	100.45	8/20/2013	84.66	
116105		Y05004950	07/31/13	07/31/13	07/31/13	5,583.71			5,583.71	
116147		012293	06/30/13	06/30/13	06/30/13	83.05			83.05	
116209		Y05010983	07/31/13	07/31/13	07/31/13	342.77			342.77	
116282		Y05019658	07/31/13	07/31/13	07/31/13	409.88			409.88	
116370	May Invoices-Closed		08/08/13	08/08/13	08/08/13	80,813.00	80,813.00	8/8/2013	0.00	
116426		Y06007988	08/31/13	08/31/13	08/31/13	137.74			137.74	
116427		Y06007398	08/31/13	08/31/13	08/31/13	2,046.60			2,046.60	
116428		Y06007837	08/31/13	08/31/13	08/31/13	214.97			214.97	
116430		Y06006389	08/31/13	08/31/13	08/31/13	2,510.57			2,510.57	
116567		Y06012078	08/31/13	08/31/13	08/31/13	124.49			124.49	
116664		Y07003361	09/30/13	09/30/13	09/30/13	267.23			267.23	
**TOTAL						85,522.31	103,176.27		-17,653.96	0.00
112 - Orco Block Co										
115713		03948878	04/30/13	04/30/13	04/30/13	-4,574.84			-4,574.84	
115752		03953494	05/31/13	05/31/13	05/31/13	0.00	5,554.59	6/20/2013	-5,554.59	
115753		03954098	05/31/13	05/31/13	05/31/13	0.00	77.76	6/20/2013	-77.76	
116262		03966641	07/31/13	07/31/13	07/31/13	60.68			60.68	
116285		03967784	07/31/13	07/31/13	07/31/13	110.70			110.70	
116291		03968422	07/31/13	07/31/13	07/31/13	177.12			177.12	
116421		03970351	08/31/13	08/31/13	08/31/13	739.52			739.52	
116422		03970352	08/31/13	08/31/13	08/31/13	885.60			885.60	
116429		03970028	08/31/13	08/31/13	08/31/13	-2,025.00			-2,025.00	
116438		03969427	08/31/13	08/31/13	08/31/13	369.76			369.76	
116562		03971583	08/31/13	08/31/13	08/31/13	2,588.32			2,588.32	
116631		03971583.1	08/31/13	08/31/13	08/31/13	2,588.32			2,588.32	
**TOTAL						920.18	5,632.35		-4,712.17	0.00
128 - Peterson Hydraulics, Inc.										
107366	CO#2	874-CO32	03/31/12	03/31/12	04/30/12	-6,221.00			-6,221.00	-622.10

6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
128 - Peterson Hydraulics, Inc.										
116624		0000004466	08/01/13	08/01/13	08/01/13	3,451.50			3,451.50	345.15
116625		0000004467	08/01/13	08/01/13	08/01/13	7,207.80			7,207.80	720.78
**TOTAL						4,438.30	0.00		4,438.30	443.83
129 - Robertsons Ready Mix										
115811		8685970	05/31/13	05/31/13	05/31/13	0.00	750.06	6/24/2013	-750.06	
115812		8685494	05/31/13	05/31/13	05/31/13	0.00	330.48	6/24/2013	-330.48	
115813		8567879	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115814		8567873	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115815		8567883	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115816		8567905	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115817		8567902	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115818		8567839	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115819		8567842	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115820		8567849	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115821		8567809	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115822		8567815	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115823		8567823	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115824		8567830	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115825		8567831	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115826		8567833	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115827		8567832	05/31/13	05/31/13	05/31/13	0.00	702.00	6/24/2013	-702.00	
115828		445040	05/31/13	05/31/13	05/31/13	0.00	153.70	6/24/2013	-153.70	
116152		169693	07/31/13	07/31/13	07/31/13	2,911.68	2,911.68	8/29/2013	0.00	
116153		169571	07/31/13	07/31/13	07/31/13	1,969.92	1,969.92	8/29/2013	0.00	
116154		169079	07/31/13	07/31/13	07/31/13	3,024.00	3,024.00	8/29/2013	0.00	
116155		168893	07/31/13	07/31/13	07/31/13	3,024.00	3,024.00	8/29/2013	0.00	
116156		168604	07/31/13	07/31/13	07/31/13	1,814.40	1,814.40	8/29/2013	0.00	
116182	37570/928	0521/13	06/05/13	06/05/13	06/05/13	4,068.56	4,068.56	6/5/2013	0.00	
116183	Thrust Block 8685977	053113	06/05/13	06/05/13	06/05/13	664.85	664.85	6/5/2013	0.00	
116184	8566500	061113	06/11/13	06/11/13	06/11/13	3,024.00	3,024.00	6/11/2013	0.00	
116186	8410153	061413	06/14/13	06/14/13	06/14/13	486.15	486.15	6/14/2013	0.00	
116187	8556701	061913	06/19/13	06/19/13	06/19/13	1,041.12	1,041.12	6/19/2013	0.00	
116188	COD charge	062113	06/21/13	06/21/13	06/21/13	3,628.80	3,628.80	6/21/2013	0.00	
116232		174815	07/31/13	07/31/13	07/31/13	1,814.40	1,814.40	8/29/2013	0.00	
116382		166061	08/31/13	08/31/13	09/30/13	1,814.40	1,814.40	8/29/2013	0.00	

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Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
129 - Robertsons Ready Mix										
116383		163890	08/31/13	08/31/13	08/31/13	1,814.40	1,814.40	8/29/2013	0.00	
116384		164817	08/31/13	08/31/13	08/31/13	1,814.40	1,814.40	8/29/2013	0.00	
116385		165337	08/31/13	08/31/13	08/31/13	1,814.40	1,209.60	8/29/2013	604.80	
116386		167107	08/31/13	08/31/13	08/31/13	1,814.40		8/21/2013	1,814.40	
116389		171470	08/31/13	08/31/13	08/31/13	1,209.60	1,209.60	8/29/2013	0.00	
116390		172188	08/31/13	08/31/13	08/31/13	1,209.60	1,209.60	8/29/2013	0.00	
116392		179028	08/31/13	08/31/13	08/31/13	253.80	253.80	8/29/2013	0.00	
116393		179029	08/31/13	08/31/13	08/31/13	254.88	254.88	8/29/2013	0.00	
116394		175617	08/31/13	08/31/13	08/31/13	1,645.92	1,645.92	8/29/2013	0.00	
116395		178235	08/31/13	08/31/13	08/31/13	246.11	246.11	8/29/2013	0.00	
116396		176414	08/31/13	08/31/13	08/31/13	604.80	604.80	8/29/2013	0.00	
116397		176765	08/31/13	08/31/13	08/31/13	1,645.92	1,645.92	8/29/2013	0.00	
116398		179185	08/31/13	08/31/13	08/31/13	1,645.92	1,645.92	8/29/2013	0.00	
116399		183284	08/31/13	08/31/13	08/31/13	238.68	238.68	8/29/2013	0.00	
116400		180086	08/31/13	08/31/13	08/31/13	3,235.68	3,235.68	8/29/2013	0.00	
116401		180601	08/31/13	08/31/13	08/31/13	1,814.40	1,814.40	8/29/2013	0.00	
116402		181086	08/31/13	08/31/13	08/31/13	2,026.08	2,026.08	8/29/2013	0.00	
116403		182787	08/31/13	08/31/13	08/31/13	1,814.40	1,814.40	8/29/2013	0.00	
116404		187297	08/31/13	08/31/13	08/31/13	3,425.76			3,425.76	
116405		187895	08/31/13	08/31/13	08/31/13	3,628.80			3,628.80	
116406		185380	08/31/13	08/31/13	08/31/13	2,490.48			2,490.48	
116407		185772	08/31/13	08/31/13	08/31/13	838.08			838.08	
116408		187298	08/31/13	08/31/13	08/31/13	210.60			210.60	
116409		188336	08/31/13	08/31/13	08/31/13	275.53			275.53	
116410		188891	08/31/13	08/31/13	08/31/13	477.36			477.36	
116669		207299	09/30/13	09/30/13	09/30/13	1,814.40			1,814.40	
116837		210933	09/30/13	09/30/13	09/30/13	1,209.60			1,209.60	
**TOTAL						68,760.28	63,734.71		5,025.57	0.00
133 - Trilogy Contractors, Inc										
115698			06/12/13	06/12/13	06/12/13	64.90			64.90	
**TOTAL						64.90	0.00		64.90	0.00
174 - Scoutlite Corporation										
114499	CO#1	887-CO#1	01/24/13	01/24/13	02/23/13	1,404.40			1,404.40	140.44

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Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
174 - Scoutlite Corporation										
116619		12-57	08/01/13	08/01/13	08/01/13	4,950.00			4,950.00	495.00
					**TOTAL	6,354.40	0.00		6,354.40	635.44
177 - TS Steel Inc										
95782	Thru 8/31/11	904-83111	08/31/11	08/31/11	09/30/11	0.00	2,100.00	6/7/2013	-2,100.00	
107385	Thru 3/31/12	816-33112	03/31/12	03/31/12	04/30/12	0.00	4,671.00	6/7/2013	-4,671.00	
111780	CO#1	811-CO#1	03/07/11	08/29/12	04/06/11	0.00	756.90	6/7/2013	-756.90	
114315	Thru 11/30/12	924-113012	11/30/12	11/30/12	12/30/12	0.00	26.79	6/7/2013	-26.79	
115048	Thru 2/28/13	928-22813	02/28/13	02/28/13	03/30/13	0.00	1,648.16	6/7/2013	-1,648.16	-1,048.83
115050	Thru 2/28/13	924-22813	02/28/13	02/28/13	03/30/13	0.00	839.50	6/20/2013	-839.50	
					**TOTAL	0.00	10,042.35		-10,042.35	-1,048.83
178 - O.H.E. Painting										
114668	Thru 1/31/13	876-13113	01/31/13	01/31/13	03/02/13	-12,250.00			-12,250.00	-1,225.00
114688	CO#1	876-CO#1	01/31/13	01/31/13	03/02/13	-1,274.86			-1,274.86	-127.49
115061	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-18,375.00			-18,375.00	-1,837.50
					**TOTAL	-31,899.86	0.00		-31,899.86	-3,189.99
195 - Hamilton Ceiling Systems										
114666	Thru 1/31/13	876-13113	01/31/13	01/31/13	03/02/13	-18,050.00			-18,050.00	-1,805.00
115060	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-8,750.00			-8,750.00	-875.00
116513			07/31/13	07/31/13	07/31/13	24,120.00	24,120.00	7/31/2013	0.00	
					**TOTAL	-2,680.00	24,120.00		-26,800.00	-2,680.00
207 - Ironsmith Inc.										
116452			07/31/13	07/31/13	07/31/13	26,456.80	26,456.80	7/31/2013	0.00	
					**TOTAL	26,456.80	26,456.80		0.00	0.00
219 - ThyssenKrupp Elevator										
116835		1041130688	09/30/13	09/30/13	09/30/13	44,673.75			44,673.75	4,467.38
					**TOTAL	44,673.75	0.00		44,673.75	4,467.38
223 - M2 Fencing										
91554	Thru 6/30/11	735-63011	06/30/11	06/30/11	07/30/11	0.00	20,000.00	8/9/2013	-20,000.00	
93919	Thru 7/31/11	735-73111	07/31/11	07/31/11	08/30/11	0.00	5,000.00	8/2/2013	-5,000.00	
110641	CO#4	788-CO#4	07/18/12	07/18/12	08/17/12	0.00	5,000.00	9/9/2013	-5,000.00	
					**TOTAL	0.00	30,000.00		-30,000.00	0.00

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Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
237 - Mission Reprographics										
114818		203924	02/04/13	02/04/13	03/06/13	0.00	73.44	6/20/2013	-73.44	
115129		204665	02/22/13	02/22/13	03/24/13	-39.20			-39.20	
115132		203967	02/12/13	02/12/13	03/14/13	0.00	182.11	6/20/2013	-182.11	
115133		203068	02/11/13	02/11/13	03/13/13	0.00	331.67	6/20/2013	-331.67	
115401		203074	03/28/13	03/28/13	04/27/13	0.00	16.20	6/20/2013	-16.20	
115402		203071	03/21/13	03/21/13	04/20/13	0.00	250.78	6/20/2013	-250.78	
115403		205714	03/25/13	03/25/13	04/24/13	0.00	110.59	6/20/2013	-110.59	
115404		203069	03/18/13	03/18/13	04/17/13	0.00	54.00	6/20/2013	-54.00	
115405		205198	03/19/13	03/19/13	04/18/13	0.00	34.02	6/20/2013	-34.02	
115406		203070	03/18/13	03/18/13	04/17/13	0.00	178.68	6/20/2013	-178.68	
**TOTAL						-39.20	1,231.49		-1,270.69	0.00
256 - American Fence Company, Inc.										
114774		1687239	01/16/13	01/16/13	02/15/13	-357.00			-357.00	
115379		1695927	03/15/13	03/15/13	04/14/13	-357.00			-357.00	
**TOTAL						-714.00	0.00		-714.00	0.00
263 - White Cap										
115750		50000187946	05/31/13	05/31/13	05/31/13	0.00	721.98	8/8/2013	-721.98	
116440		10000231880	08/31/13	08/31/13	08/31/13	70.91			70.91	
**TOTAL						70.91	721.98		-651.07	0.00
271 - Valencia Sheet Metal, Inc.										
115059	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-66,098.40			-66,098.40	-6,609.84
**TOTAL						-66,098.40	0.00		-66,098.40	-6,609.84
288 - Verizon										
115851			06/27/13	06/27/13	06/27/13	522.77	522.77	6/28/2013	0.00	
116031		062813	06/30/13	06/30/13	06/30/13	263.32			263.32	
116796			09/30/13	09/30/13	09/30/13	1,260.44			1,260.44	
**TOTAL						2,046.53	522.77		1,523.76	0.00
292 - Petes Road Service Inc										
116557			08/31/13	08/31/13	08/31/13	1,430.24			1,430.24	
116558			08/31/13	08/31/13	08/31/13	342.95			342.95	
**TOTAL						1,773.19	0.00		1,773.19	0.00

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Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
301 - Southern California Edison										
115681			06/06/13	06/06/13	06/06/13	60.31	60.31	6/6/2013	0.00	
115902			06/27/13	06/27/13	06/27/13	2,251.25	2,251.25	6/28/2013	0.00	
116036			07/31/13	07/31/13	07/31/13	1.71	1.71	7/19/2013	0.00	
116203			07/31/13	07/31/13	07/31/13	2,997.55	2,997.55	8/2/2013	0.00	
116378			08/21/13	08/21/13	08/21/13	1.90	1.90	8/21/2013	0.00	
116445			08/31/13	08/31/13	08/31/13	2,932.59	2,932.59	9/13/2013	0.00	
116498	3-035-9424-64		08/31/13	08/31/13	08/31/13	8.36	8.36	9/13/2013	0.00	
**TOTAL						8,253.67	8,253.67		0.00	0.00
303 - Shell										
115854			06/27/13	06/27/13	06/27/13	8,451.03	8,451.03	6/28/2013	0.00	
116239		06/28/30	06/30/13	06/30/13	06/30/13	5,127.56	5,127.56	8/2/2013	0.00	
116380			08/21/13	08/21/13	08/02/13	8,107.48	8,107.48	8/21/2013	0.00	
116683		300656187308	08/31/13	08/31/13	08/31/13	627.80			627.80	
116684			08/31/13	08/31/13	08/31/13	1,507.67			1,507.67	
116685			08/31/13	08/31/13	08/31/13	1,034.48			1,034.48	
116686			08/31/13	08/31/13	08/31/13	200.00			200.00	
116687			08/31/13	08/31/13	08/31/13	632.30			632.30	
116688			08/31/13	08/31/13	08/31/13	1,041.37			1,041.37	
116689			08/31/13	08/31/13	08/31/13	616.77			616.77	
116690			08/31/13	08/31/13	08/31/13	811.56			811.56	
116692			08/31/13	08/31/13	08/31/13	230.00			230.00	
**TOTAL						28,388.02	21,686.07		6,701.95	0.00
308 - Construction Hardware Co										
107217		208980	11/30/11	01/01/12	12/30/11	-13,524.10			-13,524.10	
116485		rev-7536	08/31/13	08/31/13	09/30/13	1,100.00	990.00	8/13/2013	110.00	
116707			08/01/13	08/01/13	08/01/13	18,821.70			18,821.70	
**TOTAL						6,397.60	990.00		5,407.60	0.00
310 - Chevron										
115673			06/04/13	06/04/13	06/04/13	3,254.31	3,254.31	6/4/2013	0.00	
115984			05/31/13	05/31/13	05/31/13	0.00	163.39	7/8/2013	-163.39	
115985			05/31/13	05/31/13	05/31/13	0.00	199.09	7/8/2013	-199.09	
115986			05/31/13	05/31/13	05/31/13	0.00	1,612.26	7/8/2013	-1,612.26	
115987			05/31/13	05/31/13	05/31/13	0.00	566.39	7/8/2013	-566.39	
115988			05/31/13	05/31/13	05/31/13	0.00	521.01	7/8/2013	-521.01	

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Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
310 - Chevron										
115989			05/31/13	05/31/13	05/31/13	0.00	73.87	7/8/2013	-73.87	
115990			05/31/13	05/31/13	05/31/13	0.00	5.00	7/8/2013	-5.00	
116693			09/13/13	09/13/13	09/13/13	1,712.01	1,712.01	9/13/2013	0.00	
116694			09/02/13	09/02/13	09/02/13	2,017.12	2,017.12	9/2/2013	0.00	
**TOTAL						6,983.44	10,124.45		-3,141.01	0.00
311 - SprintNextel										
115806			05/31/13	05/31/13	05/31/13	0.00	99.88	6/28/2013	-99.88	
**TOTAL						0.00	99.88		-99.88	0.00
319 - American Express										
116554			08/31/13	08/31/13	08/31/13	395.00			395.00	
**TOTAL						395.00	0.00		395.00	0.00
325 - AT T										
115777		77965879531	05/31/13	05/31/13	05/31/13	0.00	550.73	6/20/2013	-550.73	
115778		77911764852	05/31/13	05/31/13	05/31/13	0.00	284.89	6/20/2013	-284.89	
**TOTAL						0.00	835.62		-835.62	0.00
334 - Southwest Carpenters Trust										
115831			05/31/13	05/31/13	05/31/13	0.00	27,487.74	6/25/2013	-27,487.74	
115980			05/25/13	05/25/13	05/25/13	0.00	43,186.26	6/12/2013	-43,186.26	
115981			04/30/13	04/30/13	04/30/13	0.00	39,603.76	6/12/2013	-39,603.76	
116189			07/25/13	07/25/13	07/25/13	29,247.78	29,247.78	7/25/2013	0.00	
116193	Union Audit		06/26/13	06/26/13	06/26/13	1,626.56	1,626.56	6/26/2013	0.00	
116298			07/09/13	07/09/13	07/09/13	19,406.64	19,406.64	7/9/2013	0.00	
116580	July-2013		07/31/13	07/31/13	07/31/13	36,670.58			36,670.58	
116581	Aug-2013		08/31/13	08/31/13	08/31/13	21,390.74			21,390.74	
**TOTAL						108,342.30	160,558.74		-52,216.44	0.00
342 - Puppig Antonius										
115680			06/06/13	06/06/13	06/06/13	236.81	236.81	6/6/2013	0.00	
115793			06/20/13	06/20/13	06/20/13	361.99	361.99	6/20/2013	0.00	
115911			06/28/13	06/28/13	06/28/13	116.80	116.80	6/28/2013	0.00	
116196			07/26/13	07/26/13	07/26/13	193.46	193.46	7/26/2013	0.00	
116233			07/30/13	07/30/13	07/30/13	194.82	194.82	7/30/2013	0.00	
116376			08/21/13	08/21/13	08/21/13	198.94	198.94	8/21/2013	0.00	

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
342 - Puppig Antonius										
116480			08/30/13	08/30/13	08/30/13	283.91	283.91	8/30/2013	0.00	
					**TOTAL	1,586.73	1,586.73		0.00	0.00
353 - Legend Theatrical										
115062	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-9,000.00			-9,000.00	-900.00
115070	CO#4	876-CO # 4,	02/28/13	02/28/13	03/30/13	-8,476.00			-8,476.00	-847.60
115073	CO#5	876-CO#5....	02/28/13	02/28/13	03/30/13	-8,259.53			-8,259.53	-825.95
116528			07/31/13	07/31/13	07/31/13	23,161.99	23,161.99	7/31/2013	0.00	
					**TOTAL	-2,573.54	23,161.99		-25,735.53	-2,573.55
360 - Certified Door, Inc.										
116345		080211189	08/31/13	08/31/13	08/31/13	5,265.00			5,265.00	526.50
					**TOTAL	5,265.00	0.00		5,265.00	526.50
363 - Spankys Portable Services										
115424		576496	03/04/13	03/04/13	04/03/13	-438.80			-438.80	
115574		576760	04/30/13	04/30/13	04/30/13	-21.60			-21.60	
115575		576759	04/30/13	04/30/13	04/30/13	-64.80			-64.80	
					**TOTAL	-525.20	0.00		-525.20	0.00
377 - Gamma Construction Services, I										
112509	CO#2 @ 50%	876-CO#2	08/31/12	08/31/12	09/30/12	611.93			611.93	61.19
113357	CO#3 part SI-198	876-CO#3,	10/31/12	10/31/12	11/30/12	-1,135.32			-1,135.32	-113.53
114342	CO#6	876-CO#6..	11/30/12	11/30/12	12/30/12	-590.20			-590.20	-59.02
114428	CO#1	876-CO#1..	12/31/12	12/31/12	01/30/13	-1,256.26			-1,256.26	-125.63
115153	cO#8	876-CO#8	03/19/13	03/19/13	04/18/13	24,829.00			24,829.00	2,482.90
115218	CO#9 bckchrg repairs by Casto	876-CO#9	03/28/13	03/28/13	04/27/13	12,577.08			12,577.08	1,257.71
					**TOTAL	35,036.23	0.00		35,036.23	3,503.62
378 - Saddleback Construction Spec										
114669	Thru 1/31//13	876-13113	01/31/13	01/31/13	03/02/13	-13,765.50			-13,765.50	-1,376.55
					**TOTAL	-13,765.50	0.00		-13,765.50	-1,376.55
385 - Vector Resources Enterprise										
115068	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-13,278.91			-13,278.91	-1,327.89
116667		52164	08/31/13	08/31/13	09/30/13	22,757.98			22,757.98	2,275.80
					**TOTAL	9,479.07	0.00		9,479.07	947.91

Exhibit 1-A

AP Full Invoice Report

6/1/2013 To 9/30/2013

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
389 - Alcorn Aire, Inc.										
114679	Thru 1/31/13	876-13113	01/31/13	01/31/13	03/02/13	-9,794.40			-9,794.40	-979.44
115067	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-12,243.00			-12,243.00	-1,224.30
116356	April Invoice	47441	08/13/13	08/13/13	08/13/13	24,474.06	24,474.06	8/13/2013	0.00	
116359	May Invoice	47440	08/13/13	08/13/13	08/13/13	21,168.00	21,168.00	8/13/2013	0.00	
116511			07/31/13	07/31/13	07/31/13	19,833.11	19,833.11	7/31/2013	0.00	
**TOTAL						43,437.77	65,475.17		-22,037.40	-2,203.74
405 - Stanley Security Systems										
114421	CO#9	876-CO#9	12/31/12	12/31/12	01/30/13	-2,119.00			-2,119.00	-211.90
115069	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-13,276.06			-13,276.06	-1,327.61
**TOTAL						-15,395.06	0.00		-15,395.06	-1,539.51
414 - Collective Contracting										
116564			07/31/13	07/31/13	07/31/13	3,200.00	3,200.00	7/31/2013	0.00	
**TOTAL						3,200.00	3,200.00		0.00	0.00
416 - GMP Plumbing, Inc.										
116084		062113	06/21/13	06/21/13	06/21/13	7,377.75	7,377.75	6/21/2013	0.00	
116351	May invoice - closed month	15	08/13/13	08/13/13	08/13/13	2,459.25	2,459.25	8/13/2013	0.00	
**TOTAL						9,837.00	9,837.00		0.00	0.00
431 - California Facility Specialtie										
116456			08/20/13	08/20/13	08/20/13	11,600.00		8/30/2013	11,600.00	1,160.00
116457			08/20/13	08/20/13	08/20/13	10,440.00	10,440.00	8/20/2013	0.00	
**TOTAL						22,040.00	10,440.00		11,600.00	1,160.00
439 - Patton Sales Corp										
115195	Quote # Q98048	32513	03/25/13	03/25/13	04/24/13	-2,254.40			-2,254.40	
115231		32813	03/28/13	03/28/13	04/27/13	-98.10			-98.10	
**TOTAL						-2,352.50	0.00		-2,352.50	0.00
447 - Hilti Inc										
116670		4603027945	08/31/13	08/31/13	08/31/13	118.91			118.91	
**TOTAL						118.91	0.00		118.91	0.00
474 - Squires Lumber Co Inc										
115141		X79256	02/21/13	02/21/13	03/23/13	-1,349.89			-1,349.89	
115142		G79256	02/18/13	02/18/13	03/20/13	-6,966.32			-6,966.32	

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6/1/2013 To 9/30/2013

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
474 - Squires Lumber Co Inc										
116049			06/30/13	06/30/13	06/30/13	3,162.75	3,162.75	6/17/2013	0.00	
					**TOTAL	-5,153.46	3,162.75		-8,316.21	0.00
480 - DMV										
116161		1BZ3400.2	07/19/13	07/19/13	07/19/13	90.00	90.00	7/19/2013	0.00	
116655	1LH1728		08/31/13	08/31/13	08/31/13	168.00	168.00	9/13/2013	0.00	
116662	1BZ3400		08/31/13	08/31/13	08/31/13	22.00	22.00	9/13/2013	0.00	
					**TOTAL	280.00	280.00		0.00	0.00
496 - FedEx										
115617	246561079	226891615	05/31/13	05/31/13	05/31/13	0.00	162.95	6/20/2013	-162.95	
115845		2-305-53177	06/30/13	06/30/13	06/30/13	201.31	201.31	6/28/2013	0.00	
116331		2-364-24843	08/31/13	08/31/13	08/31/13	101.90			101.90	
116649		233494788	09/30/13	09/30/13	09/30/13	65.62	65.62	9/13/2013	0.00	
116794			09/30/13	09/30/13	09/30/13	32.66			32.66	
					**TOTAL	401.49	429.88		-28.39	0.00
514 - John D. Mannerino										
115802			06/01/13	06/01/13	06/01/13	4,659.21	4,659.21	6/20/2013	0.00	
116194			07/25/13	07/25/13	07/25/13	4,617.00	4,617.00	7/25/2013	0.00	
116432			08/22/13	08/22/13	08/22/13	4,645.63	4,645.63	8/22/2013	0.00	
					**TOTAL	13,921.84	13,921.84		0.00	0.00
584 - Imperial Sprinkler Supply Inc										
116280		1766690-00	07/31/13	07/31/13	07/31/13	1,125.36			1,125.36	
					**TOTAL	1,125.36	0.00		1,125.36	0.00
600 - Wausau Tile										
115733			05/22/13	05/22/13	05/22/13	-1,320.86			-1,320.86	
					**TOTAL	-1,320.86	0.00		-1,320.86	0.00
608 - CitiBusiness Card										
115997			06/30/13	06/30/13	06/30/13	4,112.06	4,112.06	7/9/2013	0.00	
116125			07/31/13	07/31/13	07/31/13	1,959.73	1,959.73	7/19/2013	0.00	
116373			08/21/13	08/21/13	08/21/13	917.09	917.09	8/21/2013	0.00	
116834			08/31/13	08/31/13	08/31/13	5,387.72			5,387.72	
					**TOTAL	12,376.60	6,988.88		5,387.72	0.00

* Indicates Invoice on Hold										
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
610 - Cabinet Connection										
114662	Thru 1/31/13	876-13113	01/31/13	01/31/13	03/02/13	-21,362.90			-21,362.90	-2,136.29
114674	CO#1	876-CO#1	01/31/13	01/31/13	03/02/13	-3,072.50			-3,072.50	-307.25
114678	CO#2	876-CO#2	01/31/13	01/31/13	03/02/13	300.00			300.00	30.00
114681	CO#5	876-CO#5	01/31/13	01/31/13	03/02/13	-565.26			-565.26	-56.53
114685	CO#4	876-CO#4	01/31/13	01/31/13	03/02/13	-8,113.55			-8,113.55	-811.36
115066	CO#3	876-CO#3	02/28/13	02/28/13	03/30/13	525.00			525.00	52.50
116514			07/31/13	07/31/13	07/31/13	29,060.28	29,060.28	7/31/2013	0.00	
					**TOTAL	-3,228.93	29,060.28		-32,289.21	-3,228.93
645 - Apple Valley Communications										
114673	Thru 1/31//13	876-13113	01/31/13	01/31/13	03/02/13	-10,137.50			-10,137.50	-1,013.75
115064	Thru 2/28/13	876-22813	02/28/13	02/28/13	03/30/13	-25,343.75			-25,343.75	-2,534.38
116519			07/31/13	07/31/13	07/31/13	31,933.12	31,933.12	7/31/2013	0.00	
					**TOTAL	-3,548.13	31,933.12		-35,481.25	-3,548.13
654 - NAPA										
115972			07/02/13	07/02/13	07/02/13	140.58	140.58	7/2/2013	0.00	
116000			07/09/13	07/09/13	07/09/13	358.49	358.49	7/9/2013	0.00	
					**TOTAL	499.07	499.07		0.00	0.00
704 - Soil and Plant Laboratory Inc										
115754		041698	05/31/13	05/31/13	05/31/13	0.00	609.85	8/8/2013	-609.85	
116099		042644	06/30/13	06/30/13	06/30/13	221.70	221.70	8/20/2013	0.00	
					**TOTAL	221.70	831.55		-609.85	0.00
723 - AG Sod Farms, Inc.										
111997		1237896	08/08/12	08/08/12	09/07/12	-666.86			-666.86	
					**TOTAL	-666.86	0.00		-666.86	0.00
739 - Arrowhead Mtn Spring Water										
115770	#DOWNSTAIRS	E0026942722	05/31/13	05/31/13	06/30/13	0.00	108.39	6/20/2013	-108.39	
115771		E0023320385	05/31/13	05/31/13	05/31/13	0.00	106.87	6/20/2013	-106.87	
115964		IF0026942722	06/30/13	06/30/13	06/30/13	117.18	117.18	7/17/2013	0.00	
115965		IF0023320385	06/30/13	06/30/13	06/30/13	88.14	88.14	7/17/2013	0.00	
116252		G0023320385	07/31/13	07/31/13	07/31/13	14.63	14.63	8/21/2013	0.00	
116493		IF0026942722	08/31/13	08/31/13	08/31/13	-89.81			-89.81	

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
739 - Arrowhead Mtn Spring Water										
116494		H0023320385	08/31/13	08/31/13	08/31/13	-18.85			-18.85	
					**TOTAL	111.29	435.21		-323.92	0.00
742 - California Apprenticeship										
115720	APRIL-2013		04/30/13	04/30/13	04/30/13	0.00	267.20	6/20/2013	-267.20	
115721	APRIL-2013-887		04/30/13	04/30/13	04/30/13	0.00	286.72	6/20/2013	-286.72	
115722	APRIL-2013-811,819 & 820		04/30/13	04/30/13	04/30/13	0.00	238.32	6/20/2013	-238.32	
115890	# 811,819 & 820	MAY.2013	06/30/13	06/30/13	06/30/13	270.54	270.54	6/28/2013	0.00	
115891	# 887	MAY.2013.#2	06/30/13	06/30/13	06/30/13	71.68	71.68	6/28/2013	0.00	
115892	# 924	MAY.2013-3	06/30/13	06/30/13	06/30/13	799.56	799.56	6/28/2013	0.00	
115893	# 928-929	MAY.2013-4	06/30/13	06/30/13	06/30/13	357.52	357.52	6/28/2013	0.00	
116157	#811,819 & 820	JUNE.13	06/30/13	06/30/13	06/30/13	280.32	280.32	7/19/2013	0.00	
116158	#887	JUNE.13-1	06/30/13	06/30/13	06/30/13	47.36	47.36	7/19/2013	0.00	
116159	#924	JUNE.13-2	06/30/13	06/30/13	06/30/13	424.45	424.45	7/19/2013	0.00	
116160	#928-929	JUNE.13-3	06/30/13	06/30/13	06/30/13	132.80	132.80	7/19/2013	0.00	
116237			06/13/13	06/13/13	06/13/13	718.72	718.72	6/13/2013	0.00	
116323	#924	July-2013	08/31/13	08/31/13	08/31/13	476.00			476.00	
116324	#928-929	July-2013.1	08/31/13	08/31/13	08/31/13	136.00			136.00	
116325	#811,819 & 820	July-2013.2	08/31/13	08/31/13	08/31/13	109.44			109.44	
116535			07/31/13	07/31/13	07/31/13	33.60	33.60	7/31/2013	0.00	
					**TOTAL	3,857.99	3,928.79		-70.80	0.00
885 - Tran Minh										
114622		20713	02/07/13	02/07/13	02/07/13	-15.06	-15.06	6/1/2013	0.00	
					**TOTAL	-15.06	-15.06		0.00	0.00
946 - McGrawHill Construction										
116660		DG01156414	08/31/13	08/31/13	08/31/13	4,754.16			4,754.16	
					**TOTAL	4,754.16	0.00		4,754.16	0.00
951 - HydroScape Products										
115760		7639680-00	05/31/13	05/31/13	05/31/13	0.00	4,302.98	8/20/2013	-4,302.98	
115879		7639680-02	06/30/13	06/30/13	06/30/13	6,176.71	6,176.71	8/8/2013	0.00	
115888		7639680-01	06/30/13	06/30/13	06/30/13	1,251.49	1,251.49	8/8/2013	0.00	
115889		7646020-00	06/30/13	06/30/13	06/30/13	36.94			36.94	
116092		7679781-00	06/30/13	06/30/13	06/30/13	2,147.13	2,147.13	8/20/2013	0.00	
116093		7686754-00	06/30/13	06/30/13	06/30/13	717.93			717.93	

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
951 - HydroScape Products										
116198		7709236-00	07/31/13	07/31/13	07/31/13	771.41			771.41	
116236		63013-99	06/30/13	06/30/13	06/30/13	64.54	64.54	8/20/2013	0.00	
116295		7715497-00	07/31/13	07/31/13	07/31/13	696.18			696.18	
116341		7715497-01	08/31/13	08/31/13	08/31/13	646.73			646.73	
116342		7715497-02	08/31/13	08/31/13	08/31/13	8.80			8.80	
116343		7739026-00	08/31/13	08/31/13	08/31/13	684.57			684.57	
116465		7767299-00	08/31/13	08/31/13	08/31/13	5,938.11			5,938.11	
116466		7767299-01	08/31/13	08/31/13	08/31/13	1,212.59			1,212.59	
116467		7773085-00	08/31/13	08/31/13	08/31/13	382.03			382.03	
116468		7774733-00	08/31/13	08/31/13	08/31/13	188.17			188.17	
116623		73113-99	08/01/13	08/01/13	08/01/13	219.49			219.49	
116836		7793947-00	09/30/13	09/30/13	09/30/13	126.32			126.32	
**TOTAL						21,269.14	13,942.85		7,326.29	0.00
994 - Rubidoux Community Services										
115840		15028250029	06/30/13	06/30/13	06/30/13	817.89	817.89	7/9/2013	0.00	
116090			07/31/13	07/31/13	07/31/13	57.25	57.25	7/19/2013	0.00	
116251			08/02/13	08/02/13	08/02/13	509.17	509.17	8/2/2013	0.00	
116332			08/31/13	08/31/13	08/31/13	503.48	503.48	8/21/2013	0.00	
116801			09/30/13	09/30/13	09/30/13	553.25			553.25	
**TOTAL						2,441.04	1,887.79		553.25	0.00
1065 - Anthem Blue Cross of Ca										
115994			07/09/13	07/09/13	07/09/13	13,511.81	13,511.81	7/9/2013	0.00	
116375		398068D	08/21/13	08/21/13	08/21/13	13,511.81	13,511.81	8/21/2013	0.00	
116566		000401855D	08/31/13	08/31/13	08/31/13	13,511.81			13,511.81	
**TOTAL						40,535.43	27,023.62		13,511.81	0.00
1071 - Protection One										
115768		31178338.1	05/31/13	05/31/13	05/31/13	-221.26		6/28/2013	-221.26	
116377			08/21/13	08/21/13	08/21/13	209.84	209.84	8/21/2013	0.00	
116495			08/31/13	08/31/13	08/31/13	265.43			265.43	
**TOTAL						254.01	209.84		44.17	0.00
1077 - Home Depot										
116247			08/02/13	08/02/13	08/02/13	1,009.93	1,009.93	8/2/2013	0.00	
**TOTAL						1,009.93	1,009.93		0.00	0.00

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
1089 - Atlas Tracks, Inc.										
116522			07/31/13	07/31/13	07/31/13	320,850.00	320,850.00	7/31/2013	0.00	
					**TOTAL	320,850.00	320,850.00		0.00	0.00
1093 - Gas Company The										
115781		09912275840	05/31/13	05/31/13	05/31/13	0.00	75.93	6/20/2013	-75.93	
115967			06/30/13	06/30/13	06/30/13	24.50	24.50	7/17/2013	0.00	
116253			07/31/13	07/31/13	07/31/13	21.02			21.02	
116501			08/31/13	08/31/13	08/31/13	41.46	41.46	9/13/2013	0.00	
					**TOTAL	86.98	141.89		-54.91	0.00
1182 - Calwest Galvanizing										
115746		3611220	05/31/13	05/31/13	05/31/13	0.00	281.74	8/8/2013	-281.74	
116067		3611790	06/30/13	06/30/13	06/30/13	181.96			181.96	
116618		17562	08/01/13	08/01/13	08/01/13	281.74			281.74	
					**TOTAL	463.70	281.74		181.96	0.00
1249 - Robertsons Industries										
116391		172498	08/31/13	08/31/13	08/31/13	1,209.60			1,209.60	120.96
					**TOTAL	1,209.60	0.00		1,209.60	120.96
1251 - Staples Business Advantage										
115139		3192593018	02/07/13	02/07/13	03/09/13	0.00	447.56	6/28/2013	-447.56	
115566	1523958	8025208101	04/30/13	04/30/13	04/30/13	0.00	351.38	6/20/2013	-351.38	
115601	1523958	8025301210	04/30/13	04/30/13	04/30/13	0.00	56.19	6/20/2013	-56.19	
115622		8025613873	05/31/13	05/31/13	05/31/13	0.00	64.75	6/20/2013	-64.75	
115724		8025374027	04/30/13	04/30/13	04/30/13	0.00	888.72	6/20/2013	-888.72	
115912		8024917571	06/28/13	06/28/13	06/28/13	549.29	549.29	6/28/2013	0.00	
115913		8024679655	06/28/13	06/28/13	06/28/13	236.47	236.47	6/28/2013	0.00	
					**TOTAL	785.76	2,594.36		-1,808.60	0.00
1253 - Mackey Jim										
115792			06/20/13	06/20/13	06/20/13	97.06	97.06	6/20/2013	0.00	
					**TOTAL	97.06	97.06		0.00	0.00
1255 - Agua Mansa Properties Inc										
116568			08/31/13	08/31/13	08/31/13	180.00			180.00	
					**TOTAL	180.00	0.00		180.00	0.00

Exhibit 1-A

* Indicates Invoice on Hold										
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
1303 - City of Victorville										
115726			04/30/13	04/30/13	04/30/13	0.00	21.22	6/20/2013	-21.22	
116023		799841	06/30/13	06/30/13	06/30/13	83.59			83.59	
116201		837251	07/31/13	07/31/13	07/31/13	34.04			34.04	
116417		874653	08/31/13	08/31/13	08/31/13	50.27			50.27	
					**TOTAL	167.90	21.22		146.68	0.00
1329 - Nelson Stud Welding Inc										
116320		1286371	08/08/13	08/08/13	08/08/13	120.50	120.50	8/8/2013	0.00	
					**TOTAL	120.50	120.50		0.00	0.00
1346 - Daart Engineering Co Inc										
114670	Thru 1/31/13	876-13113	01/31/13	01/31/13	03/02/13	-3,840.00			-3,840.00	-384.00
115174	CO#2	876-CO#2	03/31/13	03/31/13	04/30/13	-1,225.00			-1,225.00	-122.50
116276			08/02/13	08/02/13	08/02/13	300.00		8/21/2013	300.00	30.00
116459			08/20/13	08/20/13	08/20/13	6,497.91	6,497.91	8/20/2013	0.00	
116520			07/31/13	07/31/13	07/31/13	3,455.99	3,455.99	7/31/2013	0.00	
116671			08/02/13	08/02/13	08/02/13	300.00	300.00	8/2/2013	0.00	
					**TOTAL	5,488.90	10,253.90		-4,765.00	-476.50
1407 - Empire Steel Ornamental										
116267		165526	07/31/13	07/31/13	07/31/13	42.66			42.66	
116414		166468	08/31/13	08/31/13	08/31/13	364.50			364.50	
					**TOTAL	407.16	0.00		407.16	0.00
1411 - Franklin Mechanical Systems										
116484			08/31/13	08/31/13	08/31/13	5,975.00	5,377.50	8/15/2013	597.50	597.50
116487		210669	08/31/13	08/31/13	08/31/13	5,975.00	5,377.50	8/20/2013	597.50	597.50
116512			07/31/13	07/31/13	07/31/13	28,621.23	28,621.23	7/31/2013	0.00	
					**TOTAL	40,571.23	39,376.23		1,195.00	1,195.00
1413 - Bristol Machine Company										
115584	1782	1674970002	04/30/13	04/30/13	04/30/13	0.00	266.76	8/8/2013	-266.76	
					**TOTAL	0.00	266.76		-266.76	0.00
1434 - Central Drug System Inc.										
116146		225321	07/31/13	07/31/13	07/31/13	41.00			41.00	
116339		226227	08/31/13	08/31/13	08/31/13	3.50			3.50	
					**TOTAL	44.50	0.00		44.50	0.00

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
1448 - John Deere Landscapes										
116140		62129211	06/30/13	06/30/13	06/30/13	128.45	128.45	7/17/2013	0.00	
116141		620403529	06/30/13	06/30/13	06/30/13	52.85	52.85	7/17/2013	0.00	
**TOTAL						181.30	181.30		0.00	0.00
1484 - Powerplus										
116110		261660P0613	06/30/13	06/30/13	06/30/13	160.00			160.00	
116478		261660P0813	08/31/13	08/31/13	08/31/13	160.00			160.00	
**TOTAL						320.00	0.00		320.00	0.00
1491 - GE Capital										
115874		58977401	06/30/13	06/30/13	06/30/13	28.43	28.43	6/28/2013	0.00	
116123		59106750	07/31/13	07/31/13	07/31/13	625.45			625.45	
116330		59268413	08/31/13	08/31/13	08/31/13	568.59			568.59	
116507		59348490	08/31/13	08/31/13	08/31/13	126.56			126.56	
116508		59350108	08/31/13	08/31/13	08/31/13	88.99			88.99	
116663		59349706	08/31/13	08/31/13	08/31/13	33.22			33.22	
116800		59403883	09/30/13	09/30/13	09/30/13	597.02			597.02	
**TOTAL						2,068.26	28.43		2,039.83	0.00
1494 - Totten Tubes Inc										
115602		512102	04/30/13	04/30/13	04/30/13	0.00	408.24	8/8/2013	-408.24	
**TOTAL						0.00	408.24		-408.24	0.00
1530 - UPS										
115621		Y8342W193	05/31/13	05/31/13	05/31/13	0.00	97.23	6/20/2013	-97.23	
115635		Y8342W	05/31/13	05/31/13	05/31/13	0.00	71.48	6/20/2013	-71.48	
115766		Y8342W183	05/31/13	05/31/13	05/31/13	0.00	218.63	6/20/2013	-218.63	
115769		Y8342W213	05/31/13	05/31/13	05/31/13	0.00	94.87	6/20/2013	-94.87	
115843		Y8342W223.1	06/30/13	06/30/13	07/30/13	70.64	70.64	6/28/2013	0.00	
115844		Y8342W233.2	06/30/13	06/30/13	06/30/13	49.59	49.59	6/28/2013	0.00	
115872		Y8342W.3	06/30/13	06/30/13	06/30/13	311.07	311.07	6/28/2013	0.00	
115909		1000Y8342W2	06/30/13	06/30/13	06/30/13	73.49	73.49	7/17/2013	0.00	
116055		Y8342W263	06/30/13	06/30/13	06/30/13	98.04	98.04	7/17/2013	0.00	
116174		Y8342W273	07/31/13	07/31/13	07/31/13	48.55	48.55	9/13/2013	0.00	
116211		10Y8342W293	07/31/13	07/31/13	07/31/13	274.83	274.83	9/13/2013	0.00	
116254		Y8342W303	07/31/13	07/31/13	07/31/13	62.92	62.92	9/13/2013	0.00	
116349		10Y8342W313	08/31/13	08/31/13	08/31/13	59.95			59.95	

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6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
1530 - UPS										
116413		0Y8342W323	08/31/13	08/31/13	08/31/13	58.78	58.78	9/13/2013	0.00	
116461		0Y8342W343	08/31/13	08/31/13	08/31/13	116.46			116.46	
116551			08/31/13	08/31/13	08/31/13	67.01			67.01	
116570		Y8342W353	08/31/13	08/31/13	08/31/13	70.04			70.04	
116656		0Y8342W363	09/30/13	09/30/13	09/30/13	56.33			56.33	
**TOTAL						1,417.70	1,530.12		-112.42	0.00
1590 - Harwood Construction Inc										
116367	April Invoice-Closed	7121	08/13/13	08/13/13	08/13/13	9,000.00	9,000.00	8/13/2013	0.00	
116482			08/31/13	08/31/13	08/31/13	71,800.00	64,620.00	8/15/2013	7,180.00	7,180.00
**TOTAL						80,800.00	73,620.00		7,180.00	7,180.00
1612 - Robles Gregorio										
115907			06/28/13	06/28/13	06/28/13	386.67	386.67	6/28/2013	0.00	
116244			08/02/13	08/02/13	08/02/13	219.70	219.70	8/2/2013	0.00	
**TOTAL						606.37	606.37		0.00	0.00
1636 - ML Engineering										
97393		1407	09/21/11	09/21/11	10/21/11	-1,000.00			-1,000.00	
114034		1553	11/30/12	11/30/12	12/30/12	-2,000.00			-2,000.00	
**TOTAL						-3,000.00	0.00		-3,000.00	0.00
1684 - Nekota Power Inc										
116353	April Billing-Closed	23	08/13/13	08/13/13	08/13/13	16,200.00	16,200.00	8/13/2013	0.00	
116486		507	08/31/13	08/31/13	08/31/13	10,000.00	9,000.00	8/21/2013	1,000.00	1,000.00
116489		508	08/31/13	08/31/13	08/31/13	8,000.00	7,200.00	8/20/2013	800.00	800.00
116515			07/31/13	07/31/13	07/31/13	98,920.51	98,920.51	7/31/2013	0.00	
**TOTAL						133,120.51	131,320.51		1,800.00	1,800.00
1902 - Bormann Metal Center										
115582	ASRC52	194798	04/30/13	04/30/13	04/30/13	0.00	73.44	6/21/2013	-73.44	
115630		195368	05/31/13	05/31/13	05/31/13	0.00	73.44	6/21/2013	-73.44	
116028		201673	06/30/13	06/30/13	06/30/13	539.35	162.00	6/21/2013	377.35	
116041		203620	07/31/13	07/31/13	07/31/13	414.72			414.72	
116042		203621	07/31/13	07/31/13	07/31/13	405.00			405.00	
116089		204262	07/31/13	07/31/13	07/31/13	2,796.77	2,796.77	8/29/2013	0.00	
116096		203720	07/31/13	07/31/13	07/31/13	4,187.29	4,187.29	8/29/2013	0.00	
116097		203842	07/31/13	07/31/13	07/31/13	1,244.16	1,244.16	8/29/2013	0.00	

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
1902 - Bormann Metal Center										
116098		203881	07/31/13	07/31/13	07/31/13	946.60	946.60	8/29/2013	0.00	
116191		1149916	07/25/13	07/25/13	07/25/13	440.59	440.59	7/25/2013	0.00	
116192		1149917	07/25/13	07/25/13	07/25/13	103.68	103.68	7/25/2013	0.00	
116277		206543	07/31/13	07/31/13	07/31/13	103.68			103.68	
116278			07/31/13	07/31/13	07/31/13	440.59	440.59	8/29/2013	0.00	
116419		208993	08/31/13	08/31/13	08/31/13	1,907.71			1,907.71	
116462		209630	08/31/13	08/31/13	08/31/13	78.84			78.84	
116463		209631	08/31/13	08/31/13	08/31/13	459.00			459.00	
116496		210984	08/31/13	08/31/13	08/31/13	90.72			90.72	
116646		212147	09/30/13	09/30/13	09/30/13	4,806.60			4,806.60	
116647		212027	09/30/13	09/30/13	09/30/13	1,425.60			1,425.60	
**TOTAL						20,390.90	10,468.56		9,922.34	0.00
1939 - Perfection Glass Inc										
116516			07/31/13	07/31/13	07/31/13	4,860.00	4,860.00	7/31/2013	0.00	
**TOTAL						4,860.00	4,860.00		0.00	0.00
1955 - Sims Welding Supply										
115572	02831	00564958	04/30/13	04/30/13	04/30/13	0.00	263.24	8/15/2013	-263.24	
115576	02831	00564409	04/30/13	04/30/13	04/30/13	0.00	185.52	8/15/2013	-185.52	
115599	02831	00567101	04/30/13	04/30/13	04/30/13	0.00	267.24	8/15/2013	-267.24	
115600	02831	00565990	04/30/13	04/30/13	04/30/13	0.00	218.43	8/15/2013	-218.43	
115742		00570914	05/31/13	05/31/13	05/31/13	0.00	47.94	8/8/2013	-47.94	
116441		00562854	08/31/13	08/31/13	08/31/13	90.06			90.06	
116442		00562311	08/31/13	08/31/13	08/31/13	421.02			421.02	
**TOTAL						511.08	982.37		-471.29	0.00
1966 - Sully Miller										
111276		327635	07/17/12	07/17/12	09/09/12	0.00	-9,558.90	6/18/2013	9,558.90	
111278		327041	07/06/12	07/06/12	08/05/12	0.00	-25,777.25	6/18/2013	25,777.25	
111279		327042	07/06/12	07/06/12	08/05/12	0.00	-4,171.17	6/18/2013	4,171.17	
111280		327634	07/17/12	07/17/12	08/16/12	0.00	-7,100.07	6/18/2013	7,100.07	
111479		327714	07/18/12	07/18/12	08/17/12	0.00	-8,652.10	6/18/2013	8,652.10	
111480		327715	07/18/12	07/18/12	08/17/12	0.00	-11,269.43	6/18/2013	11,269.43	
111481		327721	07/19/12	07/19/12	08/18/12	0.00	-2,813.36	6/18/2013	2,813.36	
111482		327722	07/19/12	07/19/12	08/18/12	0.00	-10,444.11	6/18/2013	10,444.11	
112325		329921	08/20/12	08/20/12	09/19/12	0.00	-776.41	6/18/2013	776.41	

AP Full Invoice Report

6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
1966 - Sully Miller										
112369		327746	07/20/12	07/20/12	08/19/12	0.00	-173.59	6/18/2013	173.59	
115734			05/09/13	05/09/13	05/09/13	0.00	-8,487.20	6/18/2013	8,487.20	
					**TOTAL	0.00	-89,223.59		89,223.59	0.00
1999 - The Cornerstone Group										
116190		13-20854	07/19/13	07/19/13	07/19/13	1,300.00	1,300.00	7/19/2013	0.00	130.00
					**TOTAL	1,300.00	1,300.00		0.00	130.00
2121 - Diamond Environmental Services										
115877		36300002	06/30/13	06/30/13	06/30/13	271.36			271.36	
116048		37100111	07/31/13	07/31/13	07/31/13	275.43			275.43	
					**TOTAL	546.79	0.00		546.79	0.00
2182 - Multi-Scope										
116518			07/31/13	07/31/13	07/31/13	27.00	27.00	7/31/2013	0.00	
					**TOTAL	27.00	27.00		0.00	0.00
2210 - Young, Adam										
115906			06/26/13	06/26/13	06/26/13	146.78	146.78	6/27/2013	0.00	
116234			07/30/13	07/30/13	07/30/13	65.32	65.32	7/30/2013	0.00	
					**TOTAL	212.10	212.10		0.00	0.00
2230 - Davis, Caleb										
116538			07/31/13	07/31/13	07/31/13	93.60	93.60	7/31/2013	0.00	
					**TOTAL	93.60	93.60		0.00	0.00
2260 - Vasquez, Paul R										
116691			08/02/13	08/02/13	08/02/13	400.00	400.00	8/2/2013	0.00	
					**TOTAL	400.00	400.00		0.00	0.00
2275 - Cal-State Rent a Fence										
115550	35245	RC37087	04/30/13	04/30/13	04/30/13	0.00	198.80	8/8/2013	-198.80	
116169			07/31/13	07/31/13	07/31/13	1,147.41			1,147.41	
116321		ASRC001	08/01/13	08/01/13	08/01/13	1,138.52	1,138.52	8/8/2013	0.00	
					**TOTAL	2,285.93	1,337.32		948.61	0.00
2295 - All American Fence Erectors										
112038	Thru 8/31/12	819-83112	08/31/12	08/31/12	09/30/12	-5,950.40			-5,950.40	-595.04
112939	Thru 9/30/12	819-93012	09/30/12	09/30/12	10/30/12	-6,840.00			-6,840.00	-684.00

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
2295 - All American Fence Erectors										
114589	contract balance	81-013113	01/31/13	01/31/13	03/02/13	-3,360.80			-3,360.80	-336.08
114590	CO#6	819-CO#6	01/31/13	01/31/13	03/02/13	-775.00			-775.00	-77.50
114591	CO#8	819-CO#8	01/31/13	01/31/13	03/02/13	-950.00			-950.00	-95.00
114592	CO#7	819-CO#7	01/31/13	01/31/13	03/02/13	3,119.00			3,119.00	311.90
116503		4211	08/31/13	08/31/13	08/31/13	4,054.50			4,054.50	405.45
116521			07/31/13	07/31/13	07/31/13	57,397.17	57,397.17	7/31/2013	0.00	
116665		4147	07/31/13	07/31/13	07/31/13	11,741.40			11,741.40	1,174.14
					**TOTAL	58,435.87	57,397.17		1,038.70	103.87
2355 - Sparkletts										
115875		060613	06/30/13	06/30/13	06/30/13	117.47	117.47	6/28/2013	0.00	
116130		070413	07/31/13	07/31/13	07/31/13	43.66	43.66	7/19/2013	0.00	
116364		10312161	08/31/13	08/31/13	08/31/13	65.63	65.63	8/20/2013	0.00	
					**TOTAL	226.76	226.76		0.00	0.00
2356 - Industrial Metal Supply Co.										
116434			08/22/13	08/22/13	08/22/13	152.28	152.28	8/22/2013	0.00	
					**TOTAL	152.28	152.28		0.00	0.00
2620 - County of San Bernardino										
115996			07/09/13	07/09/13	09/13/13	336.69			336.69	
116240		36395	06/30/13	06/30/13	06/30/13	198.19			198.19	
116471			08/31/13	08/31/13	09/30/13	386.37			386.37	
					**TOTAL	921.25	0.00		921.25	0.00
2661 - Inland Machinery, Inc.										
116095			06/20/13	06/20/13	06/20/13	9,803.00	9,803.00	6/20/2013	0.00	
116103			06/20/13	06/20/13	06/20/13	9,250.00	9,250.00	6/20/2013	0.00	
116838			08/29/13	08/29/13	08/29/13	3,673.00	3,673.00	8/29/2013	0.00	
116839			08/15/13	08/15/13	08/15/13	10,903.00	10,903.00	8/15/2013	0.00	
					**TOTAL	33,629.00	33,629.00		0.00	0.00
2802 - PLIC-SBD Grand Island										
116045			06/30/13	06/30/13	06/30/13	1,576.76	1,576.76	7/17/2013	0.00	
116412			08/21/13	08/21/13	08/21/13	1,576.76	1,576.76	8/21/2013	0.00	
116559			08/31/13	08/31/13	08/31/13	3,153.52			3,153.52	
					**TOTAL	6,307.04	3,153.52		3,153.52	0.00

Exhibit 1-A

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
2803 - California Dental Network Inc										
116025			06/30/13	06/30/13	06/30/13	488.22	488.22	7/17/2013	0.00	
116379	1403		08/21/13	08/21/13	08/21/13	795.16	795.16	8/21/2013	0.00	
					**TOTAL	1,283.38	1,283.38		0.00	0.00
2874 - IB Reprographics										
115674			06/04/13	06/04/13	06/04/13	200.00	200.00	6/4/2013	0.00	
					**TOTAL	200.00	200.00		0.00	0.00
2919 - Riverside County Tax										
116335		201318573	08/31/13	08/31/13	09/30/13	340.28	340.28	8/21/2013	0.00	
					**TOTAL	340.28	340.28		0.00	0.00
2932 - Allen Corporation Supply										
116433		220663	08/22/13	08/22/13	08/22/13	81.50	81.50	8/22/2013	0.00	
					**TOTAL	81.50	81.50		0.00	0.00
2949 - Johnny Monforte										
116536			07/31/13	07/31/13	07/31/13	157.80	157.80	7/31/2013	0.00	
					**TOTAL	157.80	157.80		0.00	0.00
3021 - USA Shade & Fabric Structures										
116101			06/20/13	06/20/13	06/20/13	37,140.97	37,140.97	6/20/2013	0.00	
					**TOTAL	37,140.97	37,140.97		0.00	0.00
3051 - Diners Club International										
116272			08/02/13	08/02/13	08/02/13	5,000.00	5,000.00	8/2/2013	0.00	
					**TOTAL	5,000.00	5,000.00		0.00	0.00
3092 - Keyway Network Systems										
115900		6230	06/30/13	06/30/13	06/30/13	12.99	12.99	7/9/2013	0.00	
					**TOTAL	12.99	12.99		0.00	0.00
3129 - U-SAVE-MORE-STORES										
116185	June Statement	061413	06/14/13	06/14/13	06/14/13	710.86	710.86	6/14/2013	0.00	
					**TOTAL	710.86	710.86		0.00	0.00
3161 - Martin Ramirez										
116539			07/31/13	07/31/13	07/31/13	93.60	93.60	7/31/2013	0.00	
					**TOTAL	93.60	93.60		0.00	0.00

APP Full Invoice Report

6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3169 - ASR Powder Coating, LLC										
115747		5741	05/31/13	05/31/13	05/31/13	0.00	7,800.00	6/17/2013	-7,800.00	
115880		6051	06/30/13	06/30/13	06/30/13	7,540.00	7,540.00	8/1/2013	0.00	
115881		6054	06/30/13	06/30/13	06/30/13	9,100.00	9,100.00	8/1/2013	0.00	
116120		5002	06/30/13	06/30/13	06/30/13	262.40			262.40	
116121		6/30/13	06/30/13	06/30/13	06/30/13	175.00	175.00	8/1/2013	0.00	
116316		6327	08/31/13	08/31/13	08/31/13	90.00			90.00	
116474		6559	08/31/13	08/31/13	08/31/13	280.00			280.00	
116476		6544	08/31/13	08/31/13	08/31/13	121.00			121.00	
116477		6545	08/31/13	08/31/13	08/31/13	336.00			336.00	
**TOTAL						17,904.40	24,615.00		-6,710.60	0.00
3187 - Brown-Campbell Co.										
114513		615073	09/26/12	01/01/13	10/26/12	-2,728.81			-2,728.81	
**TOTAL						-2,728.81	0.00		-2,728.81	0.00
3211 - TN Sheet Metal Inc.										
116481			08/31/13	08/31/13	08/31/13	5,502.00	4,951.80	8/15/2013	550.20	
116666		2	08/31/13	08/31/13	08/31/13	50,983.20			50,983.20	
**TOTAL						56,485.20	4,951.80		51,533.40	0.00
3249 - United Saw & Associates, Inc.										
116119		19630	06/30/13	06/30/13	06/30/13	101.26	101.26	8/20/2013	0.00	
**TOTAL						101.26	101.26		0.00	0.00
3270 - Express Pipe & Supply, Inc.										
115565	29768	S4751363.001	04/30/13	04/30/13	04/30/13	0.00	564.35	8/8/2013	-564.35	
115628		S4777899.001	05/31/13	05/31/13	05/31/13	0.00	1,047.71	8/8/2013	-1,047.71	
115715		S4759533.001	04/30/13	04/30/13	04/30/13	0.00	5,589.87	8/8/2013	-5,589.87	
115716		S4766797.001	04/30/13	04/30/13	04/30/13	0.00	49.78	8/8/2013	-49.78	
115756		S4800512.001	05/31/13	05/31/13	05/31/13	0.00	308.88	8/8/2013	-308.88	
115757		S4800498.001	05/31/13	05/31/13	05/31/13	0.00	259.68	8/8/2013	-259.68	
115758		S4796475.001	05/31/13	05/31/13	05/31/13	0.00	758.34	8/8/2013	-758.34	
115759		S4759533.003	05/31/13	05/31/13	05/31/13	0.00	1,257.46	8/8/2013	-1,257.46	
115884		S4817228.001	06/30/13	06/30/13	06/30/13	154.44	154.44	8/20/2013	0.00	
115885		S4817169.001	06/30/13	06/30/13	06/30/13	635.52	635.52	8/20/2013	0.00	
115959		S4821398.001	06/30/13	06/30/13	06/30/13	726.26	726.26	8/20/2013	0.00	
115960		S4826325.001	06/30/13	06/30/13	06/30/13	1,035.04	1,035.04	8/20/2013	0.00	

Exhibit 1-A

Case 6:13-bk-25794-MH
Main Document
AP Full Invoice Report
6/1/2013 To 9/30/2013

										* Indicates Invoice on Hold
Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3270 - Express Pipe & Supply, Inc.										
115961		S4828101.001	06/30/13	06/30/13	06/30/13	632.77	632.77	8/20/2013	0.00	
116034		S4832508.001	06/30/13	06/30/13	06/30/13	317.31	317.31	8/20/2013	0.00	
116044		S4840673.001	07/31/13	07/31/13	07/31/13	3,279.57			3,279.57	
116124		S4836434.001	07/31/13	07/31/13	07/31/13	1,104.97			1,104.97	
116168		S4840673.002	07/31/13	07/31/13	07/31/13	901.38			901.38	
116202		S4853880.001	07/31/13	07/31/13	07/31/13	639.52			639.52	
116205		S4849885.001	07/31/13	07/31/13	07/31/13	1,404.72			1,404.72	
116208		S4856460.001	07/31/13	07/31/13	07/31/13	253.26			253.26	
116263		S4860892.001	07/31/13	07/31/13	07/31/13	35.05			35.05	
116270		S4860907.001	07/31/13	07/31/13	07/31/13	-1,268.57			-1,268.57	
116292		S4845744.001	07/31/13	07/31/13	07/31/13	888.01			888.01	
116293		S4855390.001	07/31/13	07/31/13	07/31/13	317.98			317.98	
**TOTAL						11,057.23	13,337.41		-2,280.18	0.00
3298 - American Wire Inc.										
115763			06/04/13	06/04/13	06/04/13	810.00	810.00	6/4/2013	0.00	
**TOTAL						810.00	810.00		0.00	0.00
3353 - Rogers, Anderson, Malody										
116131		39043	06/30/13	06/30/13	07/30/13	6,950.00			6,950.00	
116132		37568	06/30/13	06/30/13	06/30/13	3,900.00		8/1/2013	3,900.00	
116133		38387	06/30/13	06/30/13	06/30/13	18,150.00		8/1/2013	18,150.00	
116135		38899	06/30/13	06/30/13	06/30/13	4,730.00			4,730.00	
116317		39238	07/31/13	07/31/13	07/31/13	7,615.00			7,615.00	
116318		39236	07/31/13	07/31/13	07/31/13	2,735.00			2,735.00	
116319		39235	07/31/13	07/31/13	07/31/13	100.00			100.00	
116652		39424	08/31/13	08/31/13	08/31/13	6,610.00			6,610.00	
116653		39425	08/31/13	08/31/13	08/31/13	2,560.00			2,560.00	
**TOTAL						53,350.00	0.00		53,350.00	0.00
3371 - De Lage Landen Financial										
115882		18308210	06/30/13	06/30/13	06/30/13	1,278.72	1,278.72	8/2/2013	0.00	
116470		19022134	08/31/13	08/31/13	08/31/13	658.81			658.81	
116799		19435186	09/30/13	09/30/13	09/30/13	639.09			639.09	
**TOTAL						2,576.62	1,278.72		1,297.90	0.00

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3382 - Emery Materials-High Desert										
116050		A7840	06/30/13	06/30/13	06/30/13	114.00	114.00	8/1/2013	0.00	
					**TOTAL	114.00	114.00		0.00	0.00
3413 - Empire Systems, Inc.										
115683		2013-06-06	06/06/13	06/06/13	06/06/13	1,850.00	1,850.00	6/6/2013	0.00	
115969	July-2013	2013-07-04	07/31/13	07/31/13	07/31/13	850.00	850.00	7/2/2013	0.00	
116243		2013-8-04	08/02/13	08/02/13	08/02/13	850.00	850.00	8/2/2013	0.00	
116509		2013-09-04	09/06/13	09/06/13	09/06/13	2,100.00	2,100.00	9/6/2013	0.00	
					**TOTAL	5,650.00	5,650.00		0.00	0.00
3422 - Rick Stevens										
116537			07/31/13	07/31/13	07/31/13	63.12	63.12	7/31/2013	0.00	
					**TOTAL	63.12	63.12		0.00	0.00
3423 - EverBank Commercial Finance										
115671	40352549	4035249	06/04/13	06/04/13	06/04/13	594.00	594.00	6/4/2013	0.00	
					**TOTAL	594.00	594.00		0.00	0.00
3424 - Lester & Cantrell, LLP										
109674	Gotte	60412.1	06/04/12	06/04/12	07/04/12	-34,259.73			-34,259.73	
109675	Matich Corp/	60412.2	06/04/12	06/04/12	07/04/12	-959.95			-959.95	
109678	ASR vs Bithell	60412.5	06/04/12	06/04/12	07/04/12	-10,574.00			-10,574.00	
109679	Safeco Ins. vs ASR	60412.6	06/04/12	06/04/12	07/04/12	-123.60			-123.60	
109681	Hertz vs Yeon Hee Hwang	60412.8	06/04/12	06/04/12	07/04/12	-80.00			-80.00	
109684	ASR vs Zarb	60412.11	06/04/12	06/04/12	07/04/12	-1,407.95			-1,407.95	
109685	ASR vs Riverside USD	60412.12	06/04/12	06/04/12	07/04/12	-1,130.00			-1,130.00	
109686	ASR vs Rancho Jurupa	60412.13	06/04/12	06/04/12	07/04/12	-1,689.60			-1,689.60	
109688	ASR vs MG Lighting	60412.15	06/04/12	06/04/12	07/04/12	-127.53			-127.53	
109689	ASR vs Hesperia USD	60412.16	06/04/12	06/04/12	07/04/12	-100.45			-100.45	
109690	ASR vs Helendale USD	60412.17	06/04/12	06/04/12	07/04/12	-382.10			-382.10	
109692	ASR vs Global Presenter	60412.18	06/04/12	06/04/12	07/04/12	-661.85			-661.85	
109694	ASR vs Caldwell	60412.20	06/04/12	06/04/12	07/04/12	-340.00			-340.00	
115914		12336	05/31/13	05/31/13	05/31/13	-180.00			-180.00	
115915		12342	05/31/13	05/31/13	05/31/13	-206.78			-206.78	
115916		12337	05/31/13	05/31/13	05/31/13	-2,533.61			-2,533.61	
115917		12340	05/31/13	05/31/13	05/31/13	-680.00			-680.00	
115918		12356	05/31/13	05/31/13	05/31/13	-529.78			-529.78	

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3424 - Lester & Cantrell, LLP										
115919		12338	05/31/13	05/31/13	05/31/13	-120.00			-120.00	
115920		12381	05/31/13	05/31/13	05/31/13	-1,284.58			-1,284.58	
115921		12361	05/31/13	05/31/13	05/31/13	-11,639.04			-11,639.04	
115924		12370	05/31/13	05/31/13	05/31/13	-358.46			-358.46	
115926		12379	05/31/13	05/31/13	05/31/13	-1,390.56			-1,390.56	
115928		12341	05/31/13	05/31/13	05/31/13	-147.36			-147.36	
115929		12339	05/31/13	05/31/13	05/31/13	-557.85			-557.85	
115930		12369	05/31/13	05/31/13	05/31/13	-507.52			-507.52	
115931		12371	05/31/13	05/31/13	05/31/13	-14.08			-14.08	
115932		12365	05/31/13	05/31/13	05/31/13	-0.66			-0.66	
115933		12368	05/31/13	05/31/13	05/31/13	-685.72			-685.72	
115934		12366	05/31/13	05/31/13	05/31/13	-3.20			-3.20	
116214		12395	06/30/13	06/30/13	06/30/13	500.00			500.00	
116215		12396	06/30/13	06/30/13	06/30/13	663.83			663.83	
116216		12397	06/30/13	06/30/13	06/30/13	2,647.40			2,647.40	
116217		12398	06/30/13	06/30/13	06/30/13	0.20			0.20	
116218		12399	06/30/13	06/30/13	06/30/13	640.00			640.00	
116220		12400	06/30/13	06/30/13	06/30/13	261.48			261.48	
116221		12415	06/30/13	06/30/13	06/30/13	686.80			686.80	
116222		12420	06/30/13	06/30/13	06/30/13	2,056.62			2,056.62	
116224		12426	06/30/13	06/30/13	06/30/13	382.60			382.60	
116225		12428	06/30/13	06/30/13	06/30/13	62.75			62.75	
116226		12430	06/30/13	06/30/13	06/30/13	1,344.20			1,344.20	
116227		12431	06/30/13	06/30/13	06/30/13	20.00			20.00	
116228		12439	06/30/13	06/30/13	06/30/13	57.40			57.40	
116229		12440	06/30/13	06/30/13	06/30/13	260.00			260.00	
116230		12441	06/30/13	06/30/13	06/30/13	540.00			540.00	
116305		12454	07/31/13	07/31/13	07/31/13	60.86			60.86	
116571		12514	08/31/13	08/31/13	08/31/13	1,300.00			1,300.00	
116572		12515	08/31/13	08/31/13	08/31/13	2,721.86			2,721.86	
116573		12516	08/31/13	08/31/13	08/31/13	360.00			360.00	
116575		12537	08/31/13	08/31/13	08/31/13	3.00			3.00	
116576		12543	08/31/13	08/31/13	08/31/13	60.00			60.00	
116577		12546	08/31/13	08/31/13	08/31/13	40.00			40.00	
116578		12547	08/31/13	08/31/13	08/31/13	1,394.21			1,394.21	

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3424 - Lester & Cantrell, LLP										
116585		12500	07/31/13	07/31/13	07/31/13	100.00			100.00	
116589		12451	07/31/13	07/31/13	07/31/13	80.00			80.00	
116591		12452	07/31/13	07/31/13	07/31/13	16,031.55			16,031.55	
116593		12453	07/31/13	07/31/13	07/31/13	344.58			344.58	
116595		12455	07/31/13	07/31/13	07/31/13	240.00			240.00	
116597		12456	07/31/13	07/31/13	07/31/13	1,551.66			1,551.66	
116600		12475	07/31/13	07/31/13	07/31/13	318.48			318.48	
116603		12480	07/31/13	07/31/13	07/31/13	664.18			664.18	
116605		12487	07/31/13	07/31/13	07/31/13	422.92			422.92	
116607		12492	07/31/13	07/31/13	07/31/13	97.00			97.00	
116609		12493	07/31/13	07/31/13	07/31/13	803.80			803.80	
116614		12494	07/31/13	07/31/13	07/31/13	101.06			101.06	
116644		12501	07/31/13	07/31/13	07/31/13	240.00			240.00	
116645		12554	08/31/13	08/31/13	08/31/13	116.21			116.21	
**TOTAL						-35,501.31	0.00		-35,501.31	0.00
3447 - Abrasive Blasting Service										
116163		16417	07/19/13	07/19/13	07/19/13	200.00	200.00	7/19/2013	0.00	
**TOTAL						200.00	200.00		0.00	0.00
3473 - Titus Imaging, Inc.										
115637		11880	05/31/13	05/31/13	05/31/13	0.00	616.66	6/20/2013	-616.66	
115841		12092	06/30/13	06/30/13	06/30/13	510.55	510.55	7/9/2013	0.00	
116261		12314	07/31/13	07/31/13	07/31/13	352.23			352.23	
116560		12450	08/31/13	08/31/13	08/31/13	438.22			438.22	
**TOTAL						1,301.00	1,127.21		173.79	0.00
3487 - TelePacific Communications										
115846		46991064-0	06/30/13	06/30/13	06/30/13	819.59	819.59	6/28/2013	0.00	
116175		47807994-0	07/31/13	07/31/13	07/31/13	819.18	819.18	8/2/2013	0.00	
116374		109881	08/21/13	08/21/13	08/21/13	824.72	824.72	8/21/2013	0.00	
116804		49500832-0	09/30/13	09/30/13	09/30/13	833.71			833.71	
**TOTAL						3,297.20	2,463.49		833.71	0.00
3488 - Verizon Wireless										
115839		9706129809	06/30/13	06/30/13	06/30/13	1,162.80	1,162.80	6/28/2013	0.00	
116444		9709478973	08/31/13	08/31/13	08/31/13	1,082.91	1,082.91	9/13/2013	0.00	

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6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3488 - Verizon Wireless										
116678			08/15/13	08/15/13	08/15/13	1,162.46	1,162.46	8/15/2013	0.00	
					**TOTAL	3,408.17	3,408.17		0.00	0.00
3506 - The Hartford										
115636		13135651	05/31/13	05/31/13	05/31/13	-702.50	-702.50	6/1/2013	0.00	
					**TOTAL	-702.50	-702.50		0.00	0.00
3649 - Merit Oil										
115809			06/21/13	06/21/13	06/21/13	4,917.09	4,917.09	6/21/2013	0.00	
					**TOTAL	4,917.09	4,917.09		0.00	0.00
3675 - D.Chris Christensen, CPA										
115901		191	05/31/13	05/31/13	05/31/13	0.00	2,500.00	6/28/2013	-2,500.00	
115908		192	06/28/13	06/28/13	06/28/13	562.50	562.50	6/28/2013	0.00	
					**TOTAL	562.50	3,062.50		-2,500.00	0.00
3744 - AGC Apprenticeship										
114009			10/12/12	10/12/12	10/12/12	0.00	815.20	6/30/2013	-815.20	
115251	December 2012		04/03/13	04/03/13	04/03/13	-572.40			-572.40	
					**TOTAL	-572.40	815.20		-1,387.60	0.00
3746 - Shawna Esquivel										
116051			07/09/13	07/09/13	07/09/13	161.45	161.45	7/9/2013	0.00	
					**TOTAL	161.45	161.45		0.00	0.00
3777 - Lowes										
116129			06/30/13	06/30/13	06/30/13	63.75	63.75	7/17/2013	0.00	
116347			08/31/13	08/31/13	08/31/13	1,108.90			1,108.90	
116695		909155	08/31/13	08/31/13	08/31/13	31.74			31.74	
116696		969029	08/31/13	08/31/13	08/31/13	406.23			406.23	
116697		927043	08/31/13	08/31/13	08/31/13	61.50			61.50	
116698		912863	08/31/13	08/31/13	08/31/13	53.53			53.53	
116699		917964	08/31/13	08/31/13	08/31/13	12.66			12.66	
116700		901711	08/31/13	08/31/13	08/31/13	291.76			291.76	
116701		927501	08/31/13	08/31/13	08/31/13	325.62			325.62	
116702		901991	08/31/13	08/31/13	08/31/13	114.93			114.93	
					**TOTAL	2,470.62	63.75		2,406.87	0.00

Exhibit 1-A

AP Full Invoice Report

6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3803 - Hasler										
116248			08/02/13	08/02/13	08/02/13	107.84	107.84	8/2/2013	0.00	
116500			08/31/13	08/31/13	08/31/13	133.34			133.34	
					**TOTAL	241.18	107.84		133.34	0.00
3806 - KONECRANESINC.										
115963		SBD00804586	06/30/13	06/30/13	06/30/13	350.00		8/1/2013	350.00	
116109		SBD00802154	06/30/13	06/30/13	06/30/13	3,943.30			3,943.30	
116122		BDOO746142	06/30/13	06/30/13	06/30/13	420.00	420.00	8/20/2013	0.00	
					**TOTAL	4,713.30	420.00		4,293.30	0.00
3820 - Alliant Insurance Service Inc.										
115640		81938	05/31/13	05/31/13	05/31/13	0.00	14,832.00	6/25/2013	-14,832.00	
115642		81959	05/31/13	05/31/13	05/31/13	-6,600.00			-6,600.00	
115829		81960	06/25/13	06/25/13	06/25/13	6,600.00	6,600.00	6/25/2013	0.00	
115830			05/31/13	05/31/13	05/31/13	-6,600.00			-6,600.00	
116056		80743	07/10/13	07/10/13	07/10/13	13,125.00	13,125.00	7/10/2013	0.00	
116296		142223	08/06/13	08/06/13	08/06/13	1,700.00	1,700.00	8/6/2013	0.00	
					**TOTAL	8,225.00	36,257.00		-28,032.00	0.00
3841 - Gallagher Bassett Services Inc										
116126			07/31/13	07/31/13	07/31/13	10,000.00			10,000.00	
					**TOTAL	10,000.00	0.00		10,000.00	0.00
3845 - Engineered Wall Systems										
116505		82013383	08/31/13	08/31/13	08/31/13	39,621.15			39,621.15	3,962.12
116506		38382013	08/31/13	08/31/13	08/31/13	84,466.80			84,466.80	8,446.68
					**TOTAL	124,087.95	0.00		124,087.95	12,408.80
3847 - County of Riverside										
115904		AR0020583	06/27/13	06/27/13	06/27/13	1,300.00	1,300.00	6/28/2013	0.00	
					**TOTAL	1,300.00	1,300.00		0.00	0.00
3865 - Diamond Power Services										
116340		7ASP3113	08/31/13	08/31/13	08/31/13	105.00			105.00	
116841		38Q00116	08/31/13	08/31/13	08/31/13	265.50			265.50	
					**TOTAL	370.50	0.00		370.50	0.00

Exhibit 1-A

Main Document

AP Full Invoice Report

6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
3886 - Allied Building Products Corp.										
116085			06/17/13	06/17/13	06/17/13	11,965.25	11,965.25	6/21/2013	0.00	
					**TOTAL	11,965.25	11,965.25		0.00	0.00
3892 - Extreme Electrical Services										
116550			07/31/13	07/31/13	07/31/13	2,636.50	2,636.50	7/31/2013	0.00	
					**TOTAL	2,636.50	2,636.50		0.00	0.00
3976 - Construction Laborers Trust										
116791	Audit		09/30/13	09/30/13	09/30/13	15.45			15.45	
					**TOTAL	15.45	0.00		15.45	0.00
3992 - V & B Growers, Inc.										
115836			06/26/13	06/26/13	06/26/13	5,368.44	5,368.44	6/26/2013	0.00	
115957			07/01/13	07/01/13	07/01/13	1,045.35	1,045.35	7/1/2013	0.00	
					**TOTAL	6,413.79	6,413.79		0.00	0.00
3996 - Murillo's Cleaning										
115682			06/06/13	06/06/13	06/06/13	400.00	400.00	6/6/2013	0.00	
116046		109	06/30/13	06/30/13	06/30/13	400.00	400.00	7/17/2013	0.00	
116348		110	08/31/13	08/31/13	08/31/13	400.00			400.00	
116502			08/31/13	08/31/13	08/31/13	400.00	400.00	9/13/2013	0.00	
					**TOTAL	1,600.00	1,200.00		400.00	0.00
4001 - Bay City Electric Works										
116069		JC104318	06/30/13	06/30/13	06/30/13	810.00	810.00	7/12/2013	0.00	
					**TOTAL	810.00	810.00		0.00	0.00
4032 - General Glass International										
114496		12413	01/24/13	01/24/13	02/23/13	0.00	-1,404.40	6/30/2013	1,404.40	
					**TOTAL	0.00	-1,404.40		1,404.40	0.00
4036 - Lamvin Inc.										
114896		22213	02/22/13	02/22/13	03/24/13	-996.84	-996.84	6/19/2013	0.00	
					**TOTAL	-996.84	-996.84		0.00	0.00
4041 - Shulman Hodges & Bastian LLP										
116337		69754	08/31/13	08/31/13	08/31/13	9,823.99			9,823.99	
116792		70029	08/31/13	08/31/13	08/31/13	2,677.50			2,677.50	
					**TOTAL	12,501.49	0.00		12,501.49	0.00

Exhibit 1-A

APP Full Invoice Report

6/1/2013 To 9/30/2013

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
4044 - So Cal Industries										
115598		113356	04/30/13	04/30/13	04/30/13	0.00	689.03	8/8/2013	-689.03	
115749		115580	05/31/13	05/31/13	05/31/13	0.00	570.00	8/8/2013	-570.00	
115956		117866	06/30/13	06/30/13	06/30/13	570.00	570.00	8/20/2013	0.00	
116210		120088	07/31/13	07/31/13	07/31/13	570.00			570.00	
116469		122438	08/31/13	08/31/13	08/31/13	570.00			570.00	
					**TOTAL	1,710.00	1,829.03		-119.03	0.00
4047 - First Insurance Funding Corp										
115998		0003-1795148	06/30/13	06/30/13	06/30/13	1,899.51	1,899.51	8/21/2013	0.00	
116300			07/01/13	07/01/13	07/01/13	2,009.49	2,009.49	7/18/2013	0.00	
116418			08/31/13	08/31/13	08/31/13	1,899.51	1,899.51	9/13/2013	0.00	
116672			08/15/13	08/15/13	08/15/13	1,162.46			1,162.46	
116675			08/16/13	08/16/13	08/16/13	2,009.49	2,009.49	8/15/2013	0.00	
116795			09/30/13	09/30/13	09/30/13	1,899.51			1,899.51	
					**TOTAL	10,879.97	7,818.00		3,061.97	0.00
4048 - Higginson & Cartozian										
115677			06/05/13	06/05/13	06/05/13	150.00	150.00	6/5/2013	0.00	
					**TOTAL	150.00	150.00		0.00	0.00
4840 - Letizia Law Firm										
115675	556967694		06/04/13	06/04/13	06/04/13	29,000.00	29,000.00	6/4/2013	0.00	
116479			08/30/13	08/30/13	08/30/13	80,000.00	80,000.00	8/30/2013	0.00	
					**TOTAL	109,000.00	109,000.00		0.00	0.00
4841 - VALMONT INDUSTRIES										
116301		3611790	07/30/13	07/03/13	07/30/13	181.96	181.96	8/1/2013	0.00	
					**TOTAL	181.96	181.96		0.00	0.00
4842 - Thunder Technologies										
115764			06/04/13	06/04/13	06/04/13	1,813.50	1,813.50	6/4/2013	0.00	
					**TOTAL	1,813.50	1,813.50		0.00	0.00
4843 - Corporate Collections Int.										
115850			06/27/13	06/27/13	06/27/13	1,071.00	1,071.00	6/27/2013	0.00	
					**TOTAL	1,071.00	1,071.00		0.00	0.00

Exhibit 1-A

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
4844 - Metro										
116068			07/11/13	07/11/13	07/11/13	15.00	15.00	7/11/2013	0.00	
					**TOTAL	15.00	15.00		0.00	0.00
4845 - Joel Meza										
116138			07/15/13	07/15/13	07/15/13	68.33	68.33	7/15/2013	0.00	
					**TOTAL	68.33	68.33		0.00	0.00
4846 - Luis Estrada-Rodriguez										
116245			08/02/13	08/02/13	08/02/13	70.92	70.92	8/2/2013	0.00	
					**TOTAL	70.92	70.92		0.00	0.00
4847 - Jose I Batres										
116246			08/02/13	08/02/13	08/02/13	21.60	21.60	8/2/2013	0.00	
					**TOTAL	21.60	21.60		0.00	0.00
4848 - Wells Fargo Corporate Trust										
116435			08/22/13	08/22/13	08/22/13	5,733.40	5,733.40	8/22/2013	0.00	
					**TOTAL	5,733.40	5,733.40		0.00	0.00
4849 - Precision Andonizing & Plating										
116455			08/02/13	08/02/13	08/02/13	2,490.56	2,490.56	8/2/2013	0.00	
					**TOTAL	2,490.56	2,490.56		0.00	0.00
4850 - Star Auto Parts										
116510			09/09/13	09/09/13	09/09/13	123.61	123.61	9/9/2013	0.00	
					**TOTAL	123.61	123.61		0.00	0.00
4851 - Sage Contractor Service										
116529			07/31/13	07/31/13	07/31/13	10,000.00	10,000.00	7/31/2013	0.00	
116530			07/31/13	07/31/13	07/31/13	50,000.00	50,000.00	7/31/2013	0.00	
116668			07/31/13	07/31/13	07/31/13	31,949.45	31,949.45	7/31/2013	0.00	
					**TOTAL	91,949.45	91,949.45		0.00	0.00
4852 - Powers-Leavitt Insurance										
116532			07/31/13	07/31/13	07/31/13	15,968.00	15,968.00	7/31/2013	0.00	
					**TOTAL	15,968.00	15,968.00		0.00	0.00

Exhibit 1-A

* Indicates Invoice on Hold

Trx No	Description	Invoice No	Invoice Date	Trx Date	Due Date	Trx Amount	Paid To Date	Last Paid	Balance Due	Retainage
4853 - Jose L Campos										
116540			07/31/13	07/31/13	07/31/13	374.40	374.40	7/31/2013	0.00	
					**TOTAL	374.40	374.40		0.00	0.00
4854 - Jorge Valencia										
116541			07/31/13	07/31/13	07/31/13	208.56	208.56	7/31/2013	0.00	
					**TOTAL	208.56	208.56		0.00	0.00
4855 - Seleti J Vaitai										
116543			07/31/13	07/31/13	07/31/13	93.60	93.60	7/31/2013	0.00	
					**TOTAL	93.60	93.60		0.00	0.00
4856 - Michael Hopson										
116546			07/31/13	07/31/13	07/31/13	280.80	280.80	7/31/2013	0.00	
					**TOTAL	280.80	280.80		0.00	0.00
4857 - David Hernandez										
116548			07/31/13	07/31/13	07/31/13	182.40	182.40	7/31/2013	0.00	
					**TOTAL	182.40	182.40		0.00	0.00
4858 - Venancio Venegas										
116565			07/31/13	07/31/13	07/31/13	93.20	93.20	7/31/2013	0.00	
					**TOTAL	93.20	93.20		0.00	0.00
MISC. - Misc.										
116235	Bonsall PTA		06/04/13	06/04/13	06/04/13	100.00	100.00	6/4/2013	0.00	
					**TOTAL	100.00	100.00		0.00	0.00
					*** GRAND TOTALS ***	2,105,893.48	2,042,846.48		63,047.00	7,511.49

Exhibit 1-A

Another Meridian Company, LLC – Excerpt from Statement of Affairs

- None ☐ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk(*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

<u>Name and Address of Creditor</u>	<u>Dates of Payments/Transfers</u>	<u>Amount Paid or Value of Transfers</u>	<u>Amount Still Owing</u>
Zions First National Bank 1 S Main Street Suite 700 Salt Lake City, UT 84133 CDC Small Business Finance c/o Wells Fargo Corporate Trust Services 1545 River Park Drive Suite 530 Sacramento, CA 95815	Monthly loan payments for the Debtor's real property located at 5230 Wilson Street, Riverside, CA are made by the tenant of the property (ASR Constructors, Inc.) directly to the two lienholders on the property.	Zions First National Bank: approximately \$5,483.77 per month plus any accrued late charges, if applicable CDC Small Business Finance c/o Wells Fargo Corporate Trust Services: approximately \$5,460.28 per month plus any accrued late charges, if applicable	Zions First National Bank: approximately \$518,213.07 CDC Small Business Finance: approximately \$451,104.23

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Chk/Pymt Ref No	Check Date	Vendor Number	Vendor Name	Invoice Trx No	Joint Name Description	Payment	Discount	Invoice Number	Invoice Date
4000	07/17/13	1009	BETTS TRUCK PARTS & SERVI	10996		463.68	0.00		06/30/13
	Standard Check				Check Amount	463.68	0.00		
4001	07/17/13	1021	DMV - RENEWAL	10991 #1073		224.00	0.00		07/31/13
				10992 1048		142.00	0.00		08/31/13
	Standard Check				Check Amount	366.00	0.00		
4002	07/17/13	1181	Diners Club	11000		1,646.62	0.00		07/31/13
	Standard Check				Check Amount	1,646.62	0.00		
4002	07/17/13	1181	Diners Club	11000		-1,646.62	0.00		07/31/13
	Standard Check			*** VOID ***	Check Amount	-1,646.62	0.00		
4003	07/19/13	1000	AT & T	11013		169.13	0.00		06/30/13
	Standard Check				Check Amount	169.13	0.00		
4003	08/08/13	1000	AT & T	11013		-169.13	0.00		06/30/13
	Standard Check			*** VOID ***	Check Amount	-169.13	0.00		
4004	07/19/13	1021	DMV - RENEWAL	10985 #1086		533.00	0.00		07/31/13
	Standard Check				Check Amount	533.00	0.00		
4005	07/19/13	1121	EAGLE ROAD SERVICE	11009		948.89	0.00		06/30/13
	Standard Check				Check Amount	948.89	0.00		
4006	08/02/13	1148	NAPA AUTO PARTS	11020		260.70	0.00		08/02/13
	Standard Check				Check Amount	260.70	0.00		
4007	08/02/13	1181	Diners Club	11022		2,169.77	0.00		08/02/13
	Standard Check				Check Amount	2,169.77	0.00		
4008	08/02/13	1287	Merit Oil, Inc	11023		3,990.84	0.00		08/02/13
	Standard Check				Check Amount	3,990.84	0.00		
4009	08/05/13	1161	STEWARTS RADIATOR	11025		150.00	0.00	5451	08/31/13
	Standard Check				Check Amount	150.00	0.00		
4010	08/06/13	1148	NAPA AUTO PARTS	11031		263.04	0.00		08/06/13
	Standard Check				Check Amount	263.04	0.00		
4011	08/13/13	1288	Pete's Road Service, Inc.	11033		1,325.24	0.00	771514-00	08/13/13
	Standard Check				Check Amount	1,325.24	0.00		
4012	08/14/13	1148	NAPA AUTO PARTS	11034		482.48	0.00		08/14/13
	Standard Check				Check Amount	482.48	0.00		

Exhibit 1-A

Chk/Pymt Ref No	Check Date	Vendor Number	Vendor Name	Invoice Trx No	Joint Name Description	Payment	Discount	Invoice Number	Invoice Date
4013	08/19/13	1287	Merit Oil, Inc						
				11039		5,886.67	0.00		08/19/13
			Standard Check		Check Amount	5,886.67	0.00		
4014	08/19/13	1255	Rene's Tire						
				11040		579.87	0.00		08/19/13
			Standard Check		Check Amount	579.87	0.00		
4014	08/19/13	1255	Rene's Tire						
				11040		-579.87	0.00		08/19/13
			Standard Check	*** VOID ***	Check Amount	-579.87	0.00		
4015	08/19/13	1289	Concord Tires And Automotive						
				11041		579.87	0.00		08/19/13
			Standard Check		Check Amount	579.87	0.00		
4016	08/22/13	1021	DMV - RENEWAL						
				10986 #1113		548.00	0.00		07/31/13
				11002 1035		329.00	0.00		08/31/13
				11003 1018		10.00	0.00		08/31/13
			Standard Check		Check Amount	887.00	0.00		
4017	08/23/13	1290	Star Auto Parts						
				11043		423.87	0.00		08/23/13
			Standard Check		Check Amount	423.87	0.00		
4018	08/27/13	1143	KH METALS & SUPPLY						
				11050		225.50	0.00	0215566	08/31/13
				11051		76.41	0.00	0215771	08/31/13
				11052		62.10	0.00	0216290	08/31/13
				11053		85.58	0.00	0217227	08/31/13
			Standard Check		Check Amount	449.59	0.00		
4019	08/28/13	1021	DMV - RENEWAL						
				11054		19.00	0.00		08/28/13
			Standard Check		Check Amount	19.00	0.00		
4020	08/28/13	1148	NAPA AUTO PARTS						
				11055		158.75	0.00		08/28/13
			Standard Check		Check Amount	158.75	0.00		
4020	08/28/13	1148	NAPA AUTO PARTS						
				11055		-158.75	0.00		08/28/13
			Standard Check	*** VOID ***	Check Amount	-158.75	0.00		
4021	08/30/13	1148	NAPA AUTO PARTS						
				11056		117.45	0.00		08/30/13
			Standard Check		Check Amount	117.45	0.00		
4021	08/30/13	1148	NAPA AUTO PARTS						
				11056		-117.45	0.00		08/30/13
			Standard Check	*** VOID ***	Check Amount	-117.45	0.00		
4022	09/19/13	1021	DMV - RENEWAL						
				11097		1,074.00	0.00		09/19/13
			Quick Check		Check Amount	1,074.00	0.00		
4023	09/20/13	1021	DMV - RENEWAL						
				11099		608.00	0.00		09/20/13
			Quick Check		Check Amount	608.00	0.00		

Exhibit 1-A

Chk/Pymt Ref No	Check Date	Vendor Number	Vendor Name	Invoice Trx No	Joint Name Description	Payment	Discount	Invoice Number	Invoice Date
4024	09/30/13	1181	Diners Club						
				11089		104.00	0.00		08/31/13
			Standard Check		Check Amount	104.00	0.00		
4025	09/30/13	1287	Merit Oil, Inc						
				11107	YARD Yard Job	3,847.04	0.00	93013	09/30/13
			Quick Check		Check Amount	3,847.04	0.00		
4026	10/02/13	187	Lowe's						
				11109		1,108.90	0.00	09-02-13	09/02/13
			Standard Check		Check Amount	1,108.90	0.00		
4027	10/02/13	188	CitiBuisness Card						
				11111		2,000.00	0.00	93013	09/30/13
			Standard Check		Check Amount	2,000.00	0.00		
4028	10/03/13	1021	DMV - RENEWAL						
				11168		95.00	0.00		10/03/13
			Quick Check		Check Amount	95.00	0.00		
4030	10/04/13	189	Empire System, Inc.						
				11165		1,700.00	0.00	2013-10-04	10/04/13
			Standard Check		Check Amount	1,700.00	0.00		
4031	10/14/13	1259	Fritts Ford Riverside						
				11169	SHP/MNT Shop & Maintena	134.96	0.00	191657	10/14/13
			Quick Check		Check Amount	134.96	0.00		
4032	10/16/13	1287	Merit Oil, Inc						
				11170		3,845.77	0.00	101613	10/16/13
			Quick Check		Check Amount	3,845.77	0.00		
					Account Totals	33,717.31	0.00		

Exhibit 1-A

EXHIBIT 1-B

Payments to Insiders Made One Year Prior to the Petition Date

A/P Invoice History Report

09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
3283	Another Meridian Company								
		OTH	9578	12/31/12	155	4/30/2012	Other(EFT)	34,000.00	
		OTH	9578	12/31/12	156	5/1/2012	Other(EFT)	34,000.00	
		OTH	9578	12/31/12	157	5/30/2012	Other(EFT)	34,000.00	
		OTH	9578	12/31/12	158	6/30/2012	Other(EFT)	34,000.00	
		OTH	9578	12/31/12	159	7/31/2012	Other(EFT)	34,000.00	
		OTH	9578	12/31/12	160	8/31/2012	Other(EFT)	34,000.00	
		INV	114039	09/30/12	162	9/30/2012		34,000.00	
		OTH	9578	12/31/12	162	9/30/2012	Other(EFT)	34,000.00	
		INV	114040	10/31/12	163	10/31/2012		34,000.00	
		OTH	9578	12/31/12	163	10/31/2012	Other(EFT)	34,000.00	
		INV	114041	11/30/12	164	11/30/2012		34,000.00	
		OTH	9578	12/31/12	164	11/30/2012	Other(EFT)	34,000.00	
		OTH	9578	12/31/12	165	12/31/2012	Other(EFT)	34,000.00	
		INV	114042	12/31/12	165	12/31/2012		34,000.00	
		OTH	9578	12/31/12	123112	12/31/2012	Other(EFT)	-340,000.00	
		INV	114863	12/31/12	123112	12/31/2012	credit memo to 1325	-340,000.00	

Exhibit 1-B

A/P Invoice History Report

09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
2661	Inland Machinery, Inc.								
		CHK	35271	09/25/12	1513	9/25/2012	Chk Run	1,000.00	
		INV	112570	09/25/12	1513	9/25/2012		1,000.00	
		CHK	427117	09/27/12	928-1511	8/31/2012	Chk Run	72,155.90	928
		INV	112874	09/01/12	1507	4/30/2012		30,045.74	924
		CHK	502692951	10/12/12	1507	4/30/2012	Chk Run	30,045.74	924
		INV	112875	09/01/12	1509	5/31/2012		37,895.30	924
		CHK	502692951	10/12/12	1509	5/31/2012	Chk Run	37,895.30	924
		INV	112942	09/01/12	924-1516	8/31/2012	Inv 1516	30,045.74	924
		CHK	431936	10/17/12	924-1516	8/31/2012	Chk Run	30,045.74	924
		INV	113175	10/01/12	929-1518	9/30/2012	Thru 9/30/12	59,636.21	929
		CHK	429819	10/29/12	929-1518	9/30/2012	Chk Run	59,636.21	929
		INV	114309	11/01/12	929-1540	10/31/2012	1540	47,787.13	929
		CHK	23	12/12/12	929-1540	10/31/2012	Chk Run	47,787.13	929
		INV	114310	11/01/12	924-1546	10/31/2012	inv 1546	34,548.73	924
		CHK	55	12/19/12	924-1546	10/31/2012	Chk Run	34,548.73	924
		INV	114317	11/30/12	924-1547	11/30/2012	1547	47,903.08	924
		CHK	60	12/26/12	924-1547	11/30/2012	Chk Run	47,903.08	924
		INV	114383	11/30/12	929-1550	11/30/2012	Thru 11/30/12	5,874.28	929
		CHK	26	01/15/13	929-1550	11/30/2012	Chk Run	5,874.28	929
		INV	114865	01/01/13	1558	12/31/2012	1558	64,300.00	924

Exhibit 1-B

A/P Invoice History Report

09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
2661	Inland Machinery, Inc.								
		CHK	77	02/18/13	1558	12/31/2012	Chk Run	64,300.00	924
		INV	114945	01/31/13	1562	1/31/2013	1562	7,045.66	928
		CHK	26	02/28/13	1562	1/31/2013	Chk Run	7,045.66	928
		ADJ	115040	01/31/13	1567	1/31/2013	Adjusting Inv: 115108	-10,584.00	820
		INV	115040	01/31/13	1567	1/31/2013	1567	10,584.00	820
		ADJ	115041	02/28/13	1568	2/28/2013	Adjusting Inv: 115109	-10,584.00	820
		INV	115041	02/28/13	1568	2/28/2013	1568	10,584.00	820
		INV	115075	01/31/13	1572	1/31/2013	1572	16,929.00	924
		CHK	87	03/14/13	1572	1/31/2013	Chk Run	16,929.00	924
		INV	115193	02/28/13	928-1577	2/28/2013	1577	22,313.33	928
		CHK	30	03/21/13	928-1577	2/28/2013	Chk Run	22,313.33	928
		CHK	36268	04/03/13		4/3/2013	Chk Run	1,000.00	
		INV	115255	04/03/13		4/3/2013		1,000.00	
		INV	115338	02/28/13	924-1582	2/28/2013	Thru 2/28/13	9,985.00	924
		CHK	100	04/11/13	924-1582	2/28/2013	Chk Run	9,985.00	924
		INV	115437	12/31/12	123112	12/31/2012	2012 equip costs RAMS AJE 5	64,163.00	9999
		ADJ	115437	01/01/13	123112	12/31/2012	Adjusting Inv: 116180	-64,163.00	9999
		CHK	45	05/30/13		5/30/2013	Chk Run	9,250.00	
		INV	115973	05/30/13		5/30/2013		9,250.00	
		CHK	34	05/30/13		5/30/2013	Chk Run	9,803.00	
		INV	115974	05/30/13		5/30/2013		9,803.00	
		CHK	31	05/03/13		5/30/2013	Chk Run	9,450.00	
		INV	115975	05/30/13		5/30/2013		9,450.00	
		CHK	37	05/03/13		5/3/2013	Chk Run	66,173.16	
		INV	115979	05/03/13		5/3/2013		66,173.16	
		CHK	38	06/20/13		6/20/2013	Chk Run	9,803.00	929
		INV	116095	06/20/13		6/20/2013		9,803.00	929

Exhibit 1-B

A/P Invoice History Report

09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
2661	Inland Machinery, Inc.								
		CHK	51	06/20/13		6/20/2013	Chk Run	9,250.00	928
		INV	116103	06/20/13		6/20/2013		9,250.00	928
		CHK	63	08/29/13		8/29/2013	Chk Run	3,673.00	928
		INV	116838	08/29/13		8/29/2013		3,673.00	928
		CHK	159	08/15/13		8/15/2013	Chk Run	10,903.00	924
		INV	116839	08/15/13		8/15/2013		10,903.00	924
		CHK	59	08/05/13		8/5/2013	Chk Run	10,903.00	928
		INV	116861	08/05/13		8/5/2013	Equiment Rental	10,903.00	928
		CHK	172	08/23/13		8/23/2013	Chk Run	10,903.00	924
		INV	116862	08/23/13		8/23/2013	Equiment Rental	10,903.00	924
		CHK	75	09/01/13	1603	9/1/2013	Chk Run	14,014.00	928
		INV	116902	09/01/13	1603	9/1/2013		14,014.00	928

Exhibit 1-B

A/P Invoice History Report
09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
1000	ASR Constructors Inc.								
		OTH	138	12/31/12	063012	6/30/2012	Other(EFT)	5,615.33	
		OTH	138	12/31/12	5215	6/30/2012	Other(EFT)	3,021.69	
		OTH	138	12/31/12	5216	6/30/2012	Other(EFT)	12,712.46	
		OTH	138	12/31/12	073112	7/31/2012	Other(EFT)	5,615.33	
		OTH	138	12/31/12	083112	8/31/2012	Other(EFT)	5,615.33	
		OTH	138	12/31/12	5260	7/31/2012	Other(EFT)	3,021.69	
		OTH	138	12/31/12	5261	8/31/2012	Other(EFT)	3,021.69	
		OTH	138	12/31/12	5262	7/31/2012	Other(EFT)	12,712.46	
		OTH	138	12/31/12	5263	8/31/2012	Other(EFT)	12,712.46	
		INV	342	09/30/12	5336	9/30/2012	5% 12 mos note	3,021.69	
		OTH	138	12/31/12	5336	9/30/2012	Other(EFT)	3,021.69	
		INV	343	10/31/12	5338	10/31/2012	5% 12 mos note	3,021.69	
		OTH	138	12/31/12	5338	10/31/2012	Other(EFT)	3,021.69	
		INV	344	11/30/12	5339	11/30/2012	5% 12mos note	3,021.69	
		OTH	138	12/31/12	5339	11/30/2012	Other(EFT)	3,021.69	
		OTH	138	12/31/12	5340	12/31/2012	Other(EFT)	3,021.69	
		INV	345	12/31/12	5340	12/31/2012	5% 12 mos note	3,021.69	
		INV	346	09/30/12	5341	9/30/2012	5% 10yr Note	12,712.46	
		OTH	138	12/31/12	5341	9/30/2012	Other(EFT)	12,712.46	
		INV	347	10/31/12	5342	10/31/2012	5% 10yr Note	12,712.46	
		OTH	138	12/31/12	5342	10/31/2012	Other(EFT)	12,712.46	
		INV	348	11/30/12	5343	11/30/2012	5% 10yr Note	12,712.46	
		OTH	138	12/31/12	5343	11/30/2012	Other(EFT)	12,712.46	
		OTH	138	12/31/12	5344	12/31/2012	Other(EFT)	12,712.46	
		INV	349	12/31/12	5344	12/31/2012	5% 10yr Note	12,712.46	

Exhibit 1-B

A/P Invoice History Report

09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
1000	ASR Constructors Inc.								
		INV	354	09/30/12	5350	9/30/2012	Sep Colson payment by ASR	5,615.32	
		OTH	138	12/31/12	5350	9/30/2012	Other(EFT)	5,615.32	
		INV	355	10/31/12	5351	10/31/2012	10/31/12 Colson payment by ASR	5,615.32	
		OTH	138	12/31/12	5351	10/31/2012	Other(EFT)	5,615.32	
		INV	356	11/30/12	5352	11/30/2012	11/30/12 Colson payment by ASR	5,615.32	
		OTH	138	12/31/12	5352	11/30/2012	Other(EFT)	5,615.32	
		OTH	138	12/31/12	5353	12/31/2012	Other(EFT)	5,615.32	
		INV	357	12/31/12	5353	12/31/2012	12/31/12 Colson payment by ASR	5,615.32	
		OTH	138	12/31/12	123112	12/31/2012	Other(EFT)	-149,446.32	
		INV	369	12/31/12	123112	12/31/2012	Rcls A/P to Due to ASR	-149,446.32	

Exhibit 1-B

A/P Invoice History Report

09/01/12 To 10/23/13

Sort by Vendor No

Vendor No	Vendor Name	Type	Trx No	Trx Date	Invoice No	Inv Date	Description	Trx Amount	Job No
1015	ASR CONSTRUCTORS								
		OTH	466	12/31/12	043011	4/30/2011	Other(EFT)	1,540.39	
		OTH	466	12/31/12	5220	6/30/2012	Other(EFT)	5,000.00	
		OTH	466	12/31/12	5268	7/31/2012	Other(EFT)	5,000.00	
		OTH	466	12/31/12	5269	8/31/2012	Other(EFT)	5,000.00	
		INV	10591	09/30/12	5331	9/30/2012	Sep Yard Lease	5,000.00	
		OTH	466	12/31/12	5331	9/30/2012	Other(EFT)	5,000.00	
		INV	10592	10/31/12	5332	10/31/2012	Oct yard Lease	5,000.00	
		OTH	466	12/31/12	5332	10/31/2012	Other(EFT)	5,000.00	
		INV	10593	11/30/12	5333	11/30/2012	Nov Yard Lease	5,000.00	
		OTH	466	12/31/12	5333	11/30/2012	Other(EFT)	5,000.00	
		OTH	466	12/31/12	5334	12/31/2012	Other(EFT)	5,000.00	
		INV	10594	12/31/12	5334	12/31/2012	Dec Yard Lease	5,000.00	
		OTH	466	12/31/12	123112	12/31/2012	Other(EFT)	-36,540.39	
		INV	10817	12/31/12	123112	12/31/2012	credit memo to 2070	-36,540.39	
		CHK	4033	10/21/13		10/21/2013	Chk Run	4,000.00	
		INV	11187	10/21/13		10/21/2013		4,000.00	

Exhibit 1-B

EXHIBIT 2

General Unsecured Claims

ASR Constructors, Inc.

EXHIBIT 2, PAGE 1 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Regents of University of California John P Bevan Senior Counsel Office of the General Counsel 1111 Franklin Street 8th Floor Oakland, CA 94607-5200					14	11/15/2013	\$107,500.00	\$0.00	\$0.00	\$107,500.00
Federal Insurance Company Wayne R Walton Esq 15 Mountainview Road Warren, NJ 07059-6711	\$1,770,817.66				27 ¹	12/4/2013	\$171,597,580.00	\$6,775,680.13	\$0.00	\$164,821,899.87
Berkley Regional Insurance Company Attn Nancy Manno Berkley Surety Group Inc 412 Mount Kemble Ave Suite 310N Morristown, NJ 07960	\$129,600.00		U		42	1/29/2014	\$15,571,500.00	\$0.00	\$0.00	\$15,571,500.00
Gotte Electric Inc Attn Steven R Bangerter Esq Bangerter Sheppard PC 1300 Clay St Suite 600 Oakland, CA 94612	\$6,655,486.47	X	X	X	54 ²		\$6,865,179.88	\$0.00	\$0.00	\$6,865,179.88

¹ ASR secured amount is \$6,775,680.13, balance is unsecured.

² Claim 54 on ASR Claims Register for \$6,865,179.88 (secured on the amended claim filed 2/7/2014.)
The Debtors dispute the validity of the security interests asserted Gotte Electric, Inc.
The Debtors believe that there are causes of action under the Bankruptcy Code to have the lien set aside due to the date the lien was recorded.

EXHIBIT 2, PAGE 2 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
<p>Torrey Pines Bank Attn Hil Contreras 12220 El Camino Real, Suite 100 San Diego, CA 92130</p> <p>This Claim appears to be asserting a levy against any funds that would be paid to Gotte Electric, Inc., up to \$715,000 (based on a judgment lien held by Torrey Pines Bank against Gotte Electric, Inc.). Not a claim against the Debtors. In other words, this is a duplicate of any claim held by Gotte Electric, Inc.</p>					6	10/10/2013	\$715,000.00	\$00	\$0.00	\$0.00
<p>Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-0424</p> <p>This Claim appears to be asserting a levy against any funds that would be paid to Gotte Electric, Inc. up to \$1,180,744.84 (based on FICA and FUTA taxes owed by Gotte Electric, Inc. to the Internal Revenue Service). Not a claim against the Debtors. In other words, this is a duplicate of any claim held by Gotte Electric, Inc.</p>					50	2/5/2014	\$1,180,744.84	\$00	\$0.00	\$0.00
<p>Insurance Company of the West Attn President or Manager Agent 11455 El Camino Real San Diego, CA 92130</p>	\$505,231.00	X	X	X	10 ³	10/22/2013	\$505,230.99	\$0.00	\$0.00	\$505,230.99

3

The Debtors dispute the validity of the security interests asserted Insurance Company of the West.

EXHIBIT 2, PAGE 3 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Employment Development Department Bankruptcy Group MIC 92E PO BOX 826880 SACRAMENTO, CA 94280-0001	\$6,155.71							\$6,155.71	\$0.00	\$0.00
1st Enterprise Bank Attn President or Manager Agent 818 W 7th Street Ste 220 Los Angeles, CA 90017-3449	\$0.00	X	X	X				\$0.00	\$0.00	\$0.00
Employment Development Department Bankruptcy Group MIC 92E PO Box 826880 Sacramento, CA 94280-0001	\$25,000.00		X					\$0.00	\$25,000.00	\$0.00
Franchise Tax Board Attn Bankruptcy Unit Bankruptcy Section MS A340 PO Box 2952 Sacramento, CA 95812-2952	\$0.00				43	1/29/2014	\$0.00 ⁴	\$0.00	\$0.00	\$0.00
Internal Revenue Service Attn Bankruptcy Unit PO Box 7346 Philadelphia, PA 19101-7346	\$120,000.00		X		32	12/18/2013 Amended 4/23/2014	\$134,027.45	\$0.00	\$29,492.55	\$104,534.90

The Debtors believe that there are causes of action under the Bankruptcy Code to have the lien set aside due to the date the lien was recorded.

⁴

The Franchise Tax Board listed an amount owing of "To be Determined."

EXHIBIT 2, PAGE 4 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Eric M Heller Esq IRS Office of Chief Counsel 24000 Avila Road, Suite 4404 Laguna Niguel, CA 92677 Internal Revenue Service Insolvency Group 7 290 North D Street M/S Insolvency San Bernardino, CA 92401-1734					59 ⁵	11/4/2014	\$34,791.13	\$0.00	\$34,791.13	\$0.00
State Board of Equalization Attn Special Operations Branch MIC 55 PO Box 942879 Sacramento, CA 94279-0055	\$0.00				26 ⁶	ASR filed 12/2/2013	\$827	\$0.00	\$827	\$0.00
ACE American Insurance Company c/o Saverio M. Rocca, Esq.; ACE Group 436 Walnut St, WA04K Philadelphia, PA 19106					46	2/4/2014	\$2,400	\$0.00	\$2,400.00	\$0.00
ADP Lemco Inc Attn President or Manager Agent 5970 Dannon Way West Jordan, UT 84081-6203	Unknown	X	X	X				\$0.00	\$0.00	\$0.00

⁵ Request for Payment of Administrative Expense for the tax period 3/31/2014.

⁶ 26 on ASR Claim Register for alleged priority claim of \$827 (based on Hazardous Substances Tax)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Agua Mansa Investment Partners LLC Attn President or Manager Agent 5230 Wilson St Riverside, CA 92509	\$21,300.00							\$0.00	\$0.00	\$21,300.00
Agua Mansa Properties Inc Attn President or Manager Agent PO Box 127 Riverside, CA 92502	\$280.00							\$0.00	\$0.00	\$280.00
Air Exchange Clean Air Spec Attn President or Manager Agent 1185 San Mateo Ave San Bruno, CA 94066	\$3,350.00							\$0.00	\$0.00	\$3,350.00
Airgas USA LLC Attn President or Manager Agent PO Box 7423 Pasadena, CA 91109-7423	\$298.98							\$0.00	\$0.00	\$298.98
Alan Regotti 1569 Camino Corto Fallbrook, CA 92028	\$1,439,255.63				48	2/4/2014	\$2,679,385.00	\$0.00	\$0.00	\$2,679,385.00
Alcorn Aire Inc Attn President or Manager Agent 325 Robinson Bakersfield, CA 93305	\$39,731.17							\$0.00	\$0.00	\$39,731.17

EXHIBIT 2, PAGE 6 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Amax Glass & Glazing Inc Attn President or Manager Agent 385 S Lemon Avenue E309 Walnut, CA 91789	\$2,209.87							\$0.00	\$0.00	\$2,209.87
American Express Attn Bankruptcy Unit Box 0001 Los Angeles, CA 90096-8000	\$395.00							\$0.00	\$0.00	\$395.00
Another Meridian Company LLC Intercompany Claim (promissory note)	\$165,260.35							\$0.00	\$0.00	\$165,260.35
Another Meridian Company LLC Intercompany Claim (rent)	\$153,473.65							\$0.00	\$0.00	\$153,473.65
Anthem Blue Cross of CA Attn President or Manager Agent Dept 5812 Los Angeles, CA 90074	\$13,511.81							\$0.00	\$0.00	\$13,511.81
Architectural Sign Identity Attn President or Manager Agent 1247 S Buena Vista St Suite E San Jacinto, CA 92583	\$5,351.37							\$0.00	\$0.00	\$5,351.37

EXHIBIT 2, PAGE 7 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
ASR Powder Coating LLC Attn President or Manager Agent 15435 Arrow Blvd Bld B Fontana, CA 92335	\$1,089.40							\$0.00	\$0.00	\$1,089.40
Automated Gate Services Inc c/o Beard Hobbs Attorney at Law 1014 Broadway Suite A El Cajon, CA 92021	\$0.00							\$0.00	\$0.00	\$0.00
Bakersfield Well & Pump Co Attn President or Manager Agent 7212 Fruitvale Avenue Bakersfield, CA 93308	\$26,674.35							\$0.00	\$0.00	\$26,674.35
Barstow Community College District c/o Atkinson Andelson Loya Rudd & Romo 16870 West Bernardo Drive Suite 330 San Diego, CA 92127-1677	Unknown	X	X	X				\$0.00	\$0.00	\$0.00
Blue Diamond Materials c/o Lanak & Hanna 625 The City Drive South Suite 190 Orange, CA 92868	\$0.00							\$0.00	\$0.00	\$0.00
Borbon Inc Attn President or Manager Agent 7312 Walnut Ave Buena Park, CA 90620	\$42,419.54							\$0.00	\$0.00	\$42,419.54

EXHIBIT 2, PAGE 8 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Cabinet Connection Attn President or Manager Agent 5783 E Shields Ave Fresno, CA 93727	\$6,642.84							\$0.00	\$0.00	\$6,642.84
Cal-State Rent a Fence Attn President or Manager Agent 4518 Industrial St Simi Valley, CA 93063	\$1,742.31							\$0.00	\$0.00	\$1,742.31
California Apprenticeship Council Attn President or Manager Agent PO Box 420603 San Francisco, CA 94142	\$721.44							\$0.00	\$0.00	\$721.44
California Facility Specialties Attn President or Manager Agent 260 West Arrow Highway Suite E San Dimas, CA 91773	\$11,600.00							\$0.00	\$0.00	\$11,600.00
Calwest Galvanizing Valmont Industries Inc Attn President or Manager Agent Dept 2391 Los Angeles, CA 90084-2391	\$3,070.69							\$0.00	\$0.00	\$3,070.69
Carpenters Southwest Trust Carpenters Southwest Administrative Corp Attn President or Manager Agent 533 S Fremont Ave Suite 803 Los Angeles, CA 90071-1706	\$58,331.31	X	X	X	37	1/17/2014	\$588,976.77	\$0.00	\$75,306.47	\$513,670.30

EXHIBIT 2, PAGE 9 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Certified Door Inc Attn President or Manager Agent 7711 Somerset Blvd Paramount, CA 91770	\$5,265.00							\$0.00	\$0.00	\$5,265.00
Central Drug System Inc Attn President or Manager Agent 16560 Harbor Blvd Suite A Fountain Valley, CA 92708	\$44.50							\$0.00	\$0.00	\$44.50
City of Palm Desert c/o Best Best & Krieger 655 W Broadway 15th Floor San Diego, CA 92101	Unknown	X	X	X				\$0.00	\$0.00	\$0.00
City of Victorville Attn Managing Agent PO Box 5001 Victorville, CA 92393-4999	\$215.06							\$0.00	\$0.00	\$215.06
CitiBusiness Card Attn Bankruptcy Unit PO Box 688901 Des Moines, IA 50368-8901	\$5,387.72							\$0.00	\$0.00	\$5,387.72

EXHIBIT 2, PAGE 10 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Claridge Products & Equipment Attn President or Manager Agent PO Box 910 Harrison, AR 72602	\$3,945.64							\$0.00	\$0.00	\$3,945.64
Collective Contracting Attn President or Manager Agent 1611-A South Metrose Dr #383 Vista, CA 92081	\$16,503.40							\$0.00	\$0.00	\$16,503.40
Commercial Furnishings Inc Attn President or Manager Agent 9420 Activity Road #J San Diego, CA 92126	\$3,076.98							\$0.00	\$0.00	\$3,076.98
Construction Laborers Trust Attn President or Manager Agent PO Box 513638 Los Angeles, CA 90051-1638	\$15.45							\$0.00	\$0.00	\$15.45
Contractors Complete Surety Attn President or Manager Agent 5230 Wilson St Riverside, CA 90509	\$211,449.00							\$0.00	\$0.00	\$211,449.00
County of Riverside Department of Environmental Health Attn President or Manager Agent PO Box 7600 Riverside, CA 92513	\$2,565.00							\$0.00	\$0.00	\$2,565.00

EXHIBIT 2, PAGE 11 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
County of San Bernardino Solid Waste Management Attn President or Manager Agent 825 E 3rd St San Bernardino, CA 92415-0835	\$1,065.49							\$0.00	\$0.00	\$1,065.49
Curranseal Inc Attn President or Manager Agent PO Box 28508 Santa Ana, CA 92799	\$886.75							\$0.00	\$0.00	\$886.75
Dantin Enterprises Inc c/o Gregory J Hout 12396 World Trade Drive Suite 206 San Diego, CA 92128	\$0.00							\$0.00	\$0.00	\$0.00
De Lage Landen Financial Services Inc Attn President or Manager Agent PO Box 41602 Philadelphia, PA 19101-1602	\$1,297.90				45	2/3/2014	\$13,412.52	\$0.00	\$0.00	\$13,412.52
Diamond Environmental Services Attn President or Manager Agent 807 E Mission Road San Marcos, CA 92069	\$1,591.62							\$0.00	\$0.00	\$1,591.62
Diamond Power Services Attn President or Manager Agent 807 E Mission Road San Marcos, CA 92069	\$106.85							\$0.00	\$0.00	\$106.85

EXHIBIT 2, PAGE 12 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Dock Pros Attn President or Manager Agent 2870 Ragle Way Corona, CA 92879	\$885.60				30	12/16/2013	\$890.60	\$0.00	\$0.00	\$890.60
DRGK Inc Attn President or Manager Agent 20258 Hw 18 Suite 430, Number 169 Apple Valley, CA 92307	\$3,351.20							\$0.00	\$0.00	\$3,351.20
Duke Plumbing, Inc. Attn Wesley Duke, President 1630 W 9th Street Upland, CA 91786					3, 4 and 5 ⁷	10/10/2013	\$76,475.52	\$0.00	\$0.00	\$76,475.52
Engineered Wall Systems Inc Attn President or Manager Agent 5591 West Leo Park Road West Jordan, UT 84081	\$124,087.95							\$0.00	\$0.00	\$124,087.95
Eric L Oesterblad c/o Stephen Danz & Associates 11661 San Vicente Blvd Suite 500 Los Angeles, CA 90049-5113	Unknown	X	X	X				\$0.00	\$0.00	\$0.00

7

3 for \$8,099.06
4 for \$47,291.53
5 for \$21,084.93

EXHIBIT 2, PAGE 13 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
EverBank Commercial Finance Attn President or Manager Agent PO Box 911608 Denver, CO 80291-1608	\$685.68							\$0.00	\$0.00	\$685.68
Express Pipe & Supply Inc Attn President or Manager Agent 1235 South Lewis St Anaheim, CA 92805	\$8,824.46				47	2/5/2014	\$17,031.09	\$0.00	\$0.00	\$17,031.09
Fedex Attn President or Manager Agent PO Box 7221 Pasadena, CA 91109-7321	\$134.56							\$0.00	\$0.00	\$134.56
First Insurance Funding Corp Attn President or Manager Agent 450 Skokie Blvd Suite 1000 PO Box 3306 Northbrook, IL 60065-3306	\$3,061.97				44	1/31/2014	\$9,497.55	\$9,497.55	\$0.00	\$0.00
Gallagher Bassett Services Inc Attn President or Manager Agent 4th Floor Two Pierce Place Itasca, IL 60143-3141	\$20,000.00							\$0.00	\$0.00	\$20,000.00
Gamma Constructions Services Attn President or Manager Agent 985 Kendall Dr #284 San Bernardino, CA 92407	\$25,858.50							\$0.00	\$0.00	\$25,858.50

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
GMP Plumbing Inc Attn President or Manager Agent 2863 Sidewheel Drive Bullhead City, AZ 86429	\$4,185.56							\$0.00	\$0.00	\$4,185.56
GBI Electrical Attn President or Manager Agent 551 Heritage Place Palmdale, CA 93550	\$4,572.33							\$0.00	\$0.00	\$4,572.33
GE Capital General Electric Capital Corp Attn Lisa Boddicker 1010 Thomas Edison Blvd SW Cedar Rapids, IA 52404	\$2,039.83				41	1/29/2014	\$5,637.47	\$0.00	\$0.00	\$5,637.47
General Glass International Attn President or Manager Agent 101 Venture Way Secaucus, NJ 07094	\$1,404.40							\$0.00	\$0.00	\$1,404.40
Globe Tech Inc Attn President or Manager Agent 4500 Caminto Pl Tarzana, CA 91356	\$8,288.55							\$0.00	\$0.00	\$8,288.55
Golden State Roofing Waterproof Kiss Enterprises Inc dba Golden State Roofing Attn Frank R Kiss Operations Manager 19703 Eddington Drive Carson, CA 90746	\$463.75				2	10/4/2013	40,942.22	\$0.00	\$0.00	\$40,942.22

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Granite Construction Company Attn President or Manager Agent 585 West Beach Street Watsonville, CA 95076	\$9,105.42							\$0.00	\$0.00	\$9,105.42
Greenstone Materials Attn Presiden 1420 Nandina Ave Perris, CA 92571	\$2,566.44							\$0.00	\$0.00	\$2,566.44
Hamilton Ceiling Systems Attn President or Manager Agent 455 W La Cadena #1 Riverside, CA 92501	\$1,549.28							\$0.00	\$0.00	\$1,549.28
Hasler Attn President or Manager Agent PO Box 3808 Milford, CT 06460-8708	\$133.34							\$0.00	\$0.00	\$133.34
Heritage Wind Covering of AZ Attn President or Manager Agent 17461 Apex Circle #3 Huntington Beach, CA 92647 Heritage Window Coverings Inc Attn President or Manager Agent 17902 Georgetown Lane Huntington Beach, CA 92647	\$707.50				8 and 29 ⁸	10/11/2013 12/12/2013	\$778.25	\$0.00	\$0.00	\$778.25

⁸

8 and 29, each claim filed for \$778.25, appear to be duplicate claims.

EXHIBIT 2, PAGE 16 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Hilti Inc Attn President or Manager Agent PO Box 382002 Pittsburgh, PA 15250-8002	\$118.91							\$0.00	\$0.00	\$118.91
Industrial Metal Supply Co Attn President or Manager Agent 8300 San Fernando Rd Sun Valley, CA 91352	\$767.93							\$0.00	\$0.00	\$767.93
Infinity Structures Inc c/o Pyka Lenhardt Schnaider Zell 837 N. Ross St. PO Box 1558 Santa Ana, CA 92701-1558	\$0.00							\$0.00	\$0.00	\$0.00
International Door Attn President or Manager Agent 8001 Ronda Drive Canton, MI 48187	\$4,270.27							\$0.00	\$0.00	\$4,270.27
Joe's Lawn Mower Supplies Inc Attn President or Manager Agent 25646 E Baseline St San Bernardino, CA 92410	\$75.76							\$0.00	\$0.00	\$75.76
Kennedy Hills Enterprises LLC c/o Mollis & Mollis Inc Charles A Mollis Esq 4621 Teller Suite 200 Newport Beach, CA 92660	Unknown	X	X	X	34	1/9/2014	\$36,637.00	\$0.00	\$0.00	\$36,637.00

EXHIBIT 2, PAGE 17 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Kone Cranes Inc Attn President or Manager Agent PO Box 641807 Pittsburgh, PA 15264-1807 Konecranes Inc 440 Gateway Blvd Springfield, OH 45502	\$4,713.30				53 ⁹	2/5/2014	\$4,293.30	\$0.00	\$0.00	\$4,293.30
Kone Elevator Attn President or Manager Agent 11165 Knott Avenue Suite B Cypress, CA 90630	\$10,708.20							\$0.00	\$0.00	\$10,708.20
Koppl Pipeline Services Attn President or Manager Agent 1228 Date Street Montebello, CA 90640-6373	\$2,250.00				1	10/4/2013	\$2,250.00	\$0.00	\$0.00	\$2,250.00
Legend Theatrical Attn President or Manager Agent 103 E Whispering Pines Drive Scotts Valley, CA 95066	\$53,035.59							\$0.00	\$0.00	\$53,035.59
Lester & Cantrell LLP Attn President or Manager Agent 1700 Iowa Avenue Suite 200 Riverside, CA 92507	\$37,650.16				52 and 53 ¹⁰	2/5/2014	\$37,174.45	\$0.00	\$0.00	\$37,174.45

⁹

53 on ASR Claims Register, however, the document scanned at the Court as Claim 53 is a copy of the Lester & Cantrell LLP Claim 52.

¹⁰

Each claim was filed for \$37,174.45 and they appear to be duplicate claims.

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Litigation Support Professional Attn President or Manager Agent 4371 Latham St Suite 204 Riverside, CA 92501	\$2,070.00							\$0.00	\$0.00	\$2,070.00
Lowes Attn President or Manager Agent PO Box 530954 Atlanta, GA 30353-0954	\$4,954.50							\$0.00	\$0.00	\$4,954.50
M2 Fencing Attn President or Manager Agent 7316 Toll Dr Rosemead, CA 91770	\$839,511.17				15, 16, 17, 18, 19, 20 21, 22 and 23 ¹¹	11/15/2013	\$512,920.50	\$0.00	\$0.00	\$512,920.50
MacKenzie Electric Inc Attn President or Manager Agent 7933 Palm Avenue Highland, CA 92346	\$54,120.50							\$0.00	\$0.00	\$54,120.50

¹¹

15 for \$28,562, ASR Project #892
 16 for \$23,790.50, ASR Project #887
 17 for \$24,000, ASR Project #884
 18 for \$40,489, ASR Project #871
 19 for \$13,600, ASR Project #811
 20 for \$29,420, ASR Project #790
 21 for \$34,721, ASR Project #788
 22 for \$235,134, ASR Project #735
 23 for \$83,204, ASR Project #728

EXHIBIT 2, PAGE 19 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Marc W Berry 7546 Cerrito Rojo Drive Rancho Cucamonga, CA 91730	\$1,668,871.97							\$0.00	\$0.00	\$1,668,871.97
Maria Bradley c/o Peach & Weathers 788 N Arrowhead Avenue PO Box 1467 San Bernardino, CA 92402	\$0.00							\$0.00	\$0.00	\$0.00
Matich Corporation c/o Law Offices of J Patrick Ragan 1881 S. Business Center Drive Suite 7B San Bernardino, CA 92408	\$0.00							\$0.00	\$0.00	\$0.00
McGrawHill Construction Attn President or Manager Agent 7625 Collection Center Dr Chicago, IL 60693-0076	\$4,754.16							\$0.00	\$0.00	\$4,754.16
McKendry Door Sales Attn President or Manager Agent 12930 Sunnyside Place Santa Fe Springs, CA 90670	\$240.61							\$0.00	\$0.00	\$240.61
McNichols Co Attn President or Manager Agent PO Box 101211 Atlanta, GA 30792-1211	\$98.10							\$0.00	\$0.00	\$98.10

EXHIBIT 2, PAGE 20 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Mission Reprographics Attn President or Manager Agent PO Box 52893 Riverside, CA 92517	\$1,156.96							\$0.00	\$0.00	\$1,156.96
Mita of So Calif Attn President or Manager Agent PO Box 9966 Moreno Valley, CA 92552	\$152.40							\$0.00	\$0.00	\$152.40
Murillos Cleaning Attn President or Manager Agent 26450 Old Anvil Ln Moreno Valley, CA 92555	\$400.00							\$0.00	\$0.00	\$400.00
Neff Construction Inc c/o Lewis Brisbois Bisgaard & Smith 221 N. Figueroa St Suite 1200 Los Angeles, CA 90012	\$0.00							\$0.00	\$0.00	\$0.00
Newport Beach - Alliant Insurance Services Inc Attn President or Manager Agent 701 B St 6th Floor San Diego, CA 92101	\$122,614.00							\$0.00	\$0.00	\$122,614.00
NU Acoustics Attn President or Manager Agent 3845 Stobbs Way Riverside, CA 92509	\$279.60							\$0.00	\$0.00	\$279.60

EXHIBIT 2, PAGE 21 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
OJ Insulation Attn President or Manager Agent 600 S Vincent Ave Azusa, CA 91702	\$1,190.85							\$0.00	\$0.00	\$1,190.85
Pacific Exteriors Inc Attn President or Manager Agent 13911-B Enterprise Drive Garden Grove, CA 92843	\$10,746.91							\$0.00	\$0.00	\$10,746.91
Paul Design Group The Paul Company LLC Attn President or Manager Agent 915 Camino Del Mar Suite 225 Del Mar, CA 92014	\$3,088.00				7	10/11/2013	\$2,241.00	\$0.00	\$0.00	\$2,241.00
Richard F Volker 325 W Washington St #2-337 San Diego, CA 92013								Duplicate	Duplicate	Duplicate
Paula Campbell and Luis Ruiz c/o Clarice J Letizia 4560 Avenida Privado Oceanside, CA 92057	\$0.00							\$0.00	\$0.00	\$0.00
Performance Systems Co Attn President or Manager Agent 14059 Garfield Ave Suite B Paramount, CA 90723	\$10,921.00							\$0.00	\$0.00	\$10,921.00

EXHIBIT 2, PAGE 22 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Perris Union High School Attn President or Manager Agent	\$150.00							\$0.00	\$0.00	\$150.00
Peterson Hydraulics Inc Attn President or Manager Agent 1653 E El Segundo Bld Gardena, CA 90249	\$23,632.07				36	1/16/2014	\$10,659.30	\$0.00	\$0.00	\$10,659.30
Petes Road Service Inc Attn President or Manager Agent 2230 E Orangethorpe Ave Fullerton, CA 92831-5329	\$1,773.19							\$0.00	\$0.00	\$1,773.19
PLIC-SBD Grand Island Attn President or Manager Agent PO Box 10372 Des Moines, IA 50306-0372	\$3,153.52							\$0.00	\$0.00	\$3,153.52
Powerplus Attn President or Manager Agent 1210 N Red Gum Street Anahiem, CA 92806	\$320.00							\$0.00	\$0.00	\$320.00
Prestige Rebar Attn President or Manager Agent 6941 Melvin Drive San Bernardino, CA 92407	\$4,501.70							\$0.00	\$0.00	\$4,501.70

EXHIBIT 2, PAGE 23 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Protection One Attn President or Manager Agent PO Box 219044 Kansas City, MO 64121-9044	\$265.43							\$0.00	\$0.00	\$265.43
R B Sheet Metal Inc Attn President or Manager Agent 1893 Capri Avenue #6 Mentone, CA 92359	\$17,770.80							\$0.00	\$0.00	\$17,770.80
Reback McAndres Kjar Warford Attn President or Manager Agent 1230 Rosecrans Avenue Suite 450 Manhattan Beach, CA 90266	\$12,104.36							\$0.00	\$0.00	\$12,104.36
Robertsons Ready Mix Ltd c/o Law Offices of Mervyn Y Encarnacion 200 S Main St Suite 200 Corona, CA 92882	\$0.00							\$0.00	\$0.00	\$0.00
Rogers Anderson Malody & Scott LLP CPA Attn President or Manager Agent 735 E Carnegie Drive Suite 100 San Bernardino, CA 92408	\$53,350.00							\$0.00	\$0.00	\$53,350.00
Rubidoux Community Services Attn Pre PO Box 3098 Rubidoux, CA 92519-3098	\$553.25							\$0.00	\$0.00	\$553.25

EXHIBIT 2, PAGE 24 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Safeco Insurance Company of America c/o Booth Mitchel & Strange David L Hughes Esq Gregory H Smith Esq 701 S Parker St Suite 6500 Orange, CA 92868-4733	Unknown	X	X	X	12	10/25/2013	\$1,010,257.86	\$0.00	\$0.00	\$1,010,257.86
San Bernardino City Unified School District c/o Law Offices of S Henslee Smith 1578 N Batavia St Orange, CA 92867-3507	\$0.00							\$0.00	\$0.00	\$0.00
Saddleback Construction Spec Attn President or Manager Agent 1630 E Saint Gertrude Place Santa Ana, CA 92705	\$208.00							\$0.00	\$0.00	\$208.00
Scoutlite Corporation Attn Jeff Shannon, President 1442 S Gage St San Bernardino, CA 92408	\$9,850.00				33	1/2/2014	\$5,750.00	\$49,800.00 ¹²	\$0.00	\$5,750.00
Serban's Sound Attn President or Manager Agent 312 Kentucky Street Bakersfield, CA 93305-4201	\$41,040.00							\$0.00	\$0.00	\$41,040.00

¹² Asserts a Secured Claim of \$49,800 but face of the Proof of Claim and the documents attached to the Proof of Claim indicate the amount owed is only \$5,750. No documents have been attached to the Proof of Claim evidencing a secured classification.

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Shell Attn President or Manager Agent PO Box 689010 Des Moines, IA 50368-9010	\$6,701.95							\$0.00	\$0.00	\$6,701.95
Sims Welding Supply Attn President or Manager Agent 15444 Slover Avenue Fontana, CA 92337	\$932.10				9	10/17/2013	\$578.18	\$0.00	\$0.00	\$578.18
Smalley & Company Attn President or Manager Agent PO Box 910217 Denver, CO 80291-0217	\$100.14							\$0.00	\$0.00	\$100.14
Smokey Mountain Insurance Company Inc Attn President or Manager Agent 5230 Wilson St Riverside, CA 92509	\$2,868,907.52				49	2/4/2014	\$2,946,907.52	\$0.00	\$0.00	\$2,946,907.52
So Cal Industries Attn President or Manager Agent 163 Sixth Ave City of Industry, CA 91746	\$1,140.00							\$0.00	\$0.00	\$1,140.00
South Coast Roof Attn President or Manager Agent PO Box 7305 Orange, CA 92863-7305	\$3,225.00							\$0.00	\$0.00	\$3,225.00

EXHIBIT 2, PAGE 26 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Sparkletts Attn President or Manager Agent PO Bo x660579 Dallas, TX 75266-0579	\$33.54							\$0.00	\$0.00	\$33.54
Sunland Fire Protection Attn President or Manager Agent 10120 Mc Clemont Ave Tujunga, CA 91402	\$9,870.00							\$0.00	\$0.00	\$9,870.00
Superior Door Systems Attn President or Manager Agent 8059 Wing Ave El Cajon, CA 92020	\$8,017.42							\$0.00	\$0.00	\$8,017.42
Stanley Security Systems Attn President or Manager Agent 21803 Cactus Ave Ste A March ARB, CA 92518-3022	\$12,381.23							\$0.00	\$0.00	\$12,381.23
Staples Business Advantage Attn President or Manager Agent Dept LA 1368 PO Box 83689 Chicago, IL 60696-3689	\$1,911.80							\$0.00	\$0.00	\$1,911.80
Stone Valley Materials Attn President or Manager Agent 600 University St Suite 2328 Seattle, WA 98101	\$81.98							\$0.00	\$0.00	\$81.98

EXHIBIT 2, PAGE 27 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Streamline Painting Inc Attn President or Manager Agent 9726 Sunnybrook Drive Moreno Valley, CA 92557	\$10,541.00							\$0.00	\$0.00	\$10,541.00
The Hartford Attn President or Manager Agent Bankruptcy Unit, T-1-55 Hartford Plaza Hartford, CT 06115	\$865.60							\$0.00	\$0.00	\$865.60
ThyssenKrupp Elevator Attn President or Manager Agent Attn Laurie - Accounts Receivable 2021 130th NE Suite A Bellevue, WA 98005	\$44,673.75							\$0.00	\$0.00	\$44,673.75
TN Sheet Metal Inc Attn President or Manager Agent 18385 Bandiler Circle Fountain Valley, CA 92708	\$67,333.40							\$0.00	\$0.00	\$67,333.40
Titus Imaging Inc Attn President or Manager Agent 4355 E Airport Dr Suite 106 Ontario, CA 91761	\$790.45							\$0.00	\$0.00	\$790.45
Totten Tubes Inc Attn President or Manager Agent 500 Danlee Street Azusa, CA 91702	\$2,439.23							\$0.00	\$0.00	\$2,439.23

EXHIBIT 2, PAGE 28 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Trilogy Contractors Inc Attn President or Manager Agent 425 W Rider Suite C-4 Perris, CA 92571	\$64.91							\$0.00	\$0.00	\$64.91
True Line Attn President or Manager Agent 1651 Market Street #B Corona, CA 92880	\$3,880.00				31	12/16/2013	\$3,880.00	\$0.00	\$0.00	\$3,880.00
Valencia Sheet Metal Attn President or Manager Agent 10576 Ilex Avenue Pacoima, CA 91331	\$4,129.30							\$0.00	\$0.00	\$4,129.30
UPS - United Parcel Service c/o Receivable Management Services (RMS) PO Box 4396 Timonium, MD 21094	\$369.79				24	11/20/2013	\$320.91	\$0.00	\$0.00	\$320.91
USA Shade & Fabric Structures Attn President or Manager Agent 8505 Chancellor Row Dallas, TX 75347	\$14,684.25							\$0.00	\$0.00	\$14,684.25
Vector Resources Enterprise Attn President or Manager Agent 8647 Ninth Street Rancho Cucamonga, CA 91730	\$36,424.69							\$0.00	\$0.00	\$36,424.69

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Verizon Attn Bankruptcy Unit PO Box 920041 Dallas, TX 75392-0041	\$2,440.16							\$0.00	\$0.00	\$2,440.16
Wall Panel Systems Inc Attn President or Manager Agent 421 Business Center Court Redlands, CA 92509	\$19,287.00							\$0.00	\$0.00	\$19,287.00
Waterpark Construction Inc Attn President or Manager Agent 3050 Holme Ave Philadelphia, PA 19136	\$2,980.00							\$0.00	\$0.00	\$2,980.00
Waterproofing Experts Inc Attn President or Manager Agent 7736 Deering Avenue Canoga Park, CA 91304	\$19,048.22							\$0.00	\$0.00	\$19,048.22
Waterworks Industries Inc Attn President or Manager Agent 930 Shiloh Rd, Bldg 38, Suite D Windsor, CA 95492 c/o R Dale Ginter Downey Brand LLP 621 Capitol Mall 18th Floor Sacramento, CA 95814	\$39,847.83	X	X	X	51	2/5/2014	\$1,128,258.57	\$0.00	\$0.00	\$1,128,258.57
Wesco Distribution Inc c/o Pointdexter & Doutre 624 S Grand Avenue Suite 2420 Los Angeles, CA 90017	Unknown	X	X	X				\$0.00	\$0.00	\$0.00

EXHIBIT 2, PAGE 30 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Westmark Products Inc Attn President or Manager Agent PO Box 44040 Tacoma, WA 98448	\$20,918.99							\$0.00	\$0.00	\$20,918.99
Younger & Associates Attn President or Manager Agent 10681 Foothill Blvd Suite 280 Rancho Cucamonga, CA 91730	\$20,473.42				38	1/21/2014	\$50,639.58	\$0.00	\$0.00	\$50,639.58
Zep Sales & Service Attn President or Manager Agent File 50188 Los Angeles, CA 90074-0188	\$184.23							\$0.00	\$0.00	\$184.23
Zions First National Bank Attn President or Manager Agent 1 S Main Street Suite 14th Floor Salt Lake City, UT 84133-1109	\$518,213.07	X			28 ¹³	12/12/2013	\$525,801.96 This claim was paid through the sale of the Wilson Property.	\$0.00	\$0.00	\$0.00
Dan Sawyer 73331 Pinevalley Drive Thousand Palms, CA 92276 Dan Sawyer c/o D Michael Caruthers Esq Law Offices of D Michael Caruthers 431 South Palm Canyon Drive Suite 204 Palm Springs, CA 92262		X	X	X	35	1/10/2014	\$200,000.00	\$0.00	\$0.00	\$200,000.00

¹³

28 on ASR Claims Register for \$525,801.96
4 on Meridian Claims Register for \$533,275.29

EXHIBIT 2, PAGE 31 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Heather L Hirsch Esq Sandra Quezada Esq Attn President or Manager Agent Re Claim #152 CB ELW2255A PO Box 6610 Diamond Bar, CA 91765	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00
Travelers Insurance Attn Armin Delarmente PO Box 6510 Diamond Bar, CA 91765-8519	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00
Med Legal Photocopy Covina Attn President or Manager Agent PO Box 1288 West Covina, CA 91793	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00
ARS Legal Attn President or Manager Agent 13926 Whittier Blvd Whittier, CA 90605	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00
Gallagher Bassett Attn President or Manager Agent Re Policy #003WK05021 PO Box 4040 Sacramento, CA 95812-4040	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00
Sparta Insurance Attn President or Manager Agent 185 Asylum Street Hartford, CT 06103	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Appalachian Underwriters Workers Comp Claims Division 800 Oak Ridge Turnpike Suite A- 1000 Oak Ridge, TN 37830	Duplicate Re Dan Sawyer	X	X	X				\$0.00	\$0.00	\$0.00
Old Republic Construction Program Group c/o CRFsolutions Attn President or Manager Agent PO Box 1389 Simi Valley, CA 93062 Old Republic Construction Insurance Agency, Inc. Old Republic Construction Program Group Attn Troy Groeneweg 225 S Lake Ave Suite 900 Pasadena, CA 91101					11, 57 ¹⁴	10/25/2013 4/21/2014	\$129,489.00	\$0.00	\$0.00	\$129,489.00
Apple Valley Communications Inc Attn President or Manager Agent PO Box 787 Apple Valley, CA 92307	Notice Purposes	X	X	X	25	11/22/2013	\$36,982.23	\$0.00	\$0.00	\$36,982.33
Borrmann Metal Center Robert Persson, President 110 W Olive Ave Burbank, CA 91502					13	10/28/2013 Amended 11/13/2014	\$5,580.83	\$0.00	\$0.00	\$5,580.83

¹⁴

11 filed for \$10,000

57 filed for \$119,489

57 appears to be a duplicate of Claim 11 as the documents attached to Claim 57 indicate "Old Republic Construction Program Group"

EXHIBIT 2, PAGE 33 (ASR Constructors, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Caston Inc Attn President or Manager Agent 354 S Allen Street San Bernardino, CA 92408					56	2/7/2014	\$167,929.10 ¹⁵	\$0.00	\$0.00	\$167,929.10
BMO Financial Group Stephanie Depaola-Ng Account Manager 2465 Argentia Road 7th Floor - Diners Club AMU Mississauga, ON L5N 0B4 BMO Harris Bank NA c/oBecket and Lee LLP POB 3001 Malvern, PA 19355-0701					39	1/24/2014	\$24,452.06	\$0.00	\$0.00	\$24,452.06
Real Goods Solar Inc Attn President or Manager Agent Dept 2247 Denver, CO 80291	\$139,740.10							\$0.00	\$0.00	\$139,740.10
Waterworks Industries Inc Attn President or Manager Agent 8733 Lakewood Drive Suite 205 Windsor, CA 95492	\$39,847.83	X	X	X				\$0.00	\$0.00	\$39,847.83
Aetna Attn President or Manager Agent PO Box 6040 Artesia, CA 90702	\$29,214.34							\$0.00	\$0.00	\$29,214.34

¹⁵

Also asserts interest after 8/20/2013.

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
U.S. TelePacific Corp Office of General Counsel 515 S Flower St 47th Floor Los Angeles, CA 90071-2201	\$833.71				55	2/6/2014	\$821.34	\$0.00	\$0.00	\$821.34
Department of Industrial Relations Division of Labor Standards Enforcement [DLSE Case No. 44-34032/404] Attn Max D Norris, Esq. 300 Oceangate, Suite 850 Long Beach, CA 90802-4339 Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement [DLSE Case No. 44-34032/404] Tony Eguavoen Deputy Labor Commission I 464 W Fourth Street Room 348 San Bernardino, CA 92401	Notice Purposes							\$0.00	\$0.00	\$0.00
Markel Insurance Company c/o American Financial Management, Inc. 3715 Ventura Drive Arlington Heights, IL 60004	\$29,135.19				58	6/9/2014	\$29,135.19	\$0.00	\$0.00	\$29,135.19

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Imperial Sprinkler Supply Attn President Or Manager Agent Attn Karla Morlacchi, Accounts Receivable 1485 N Manassero St Anaheim, CA 92807	\$1,125.36									\$1,125.36
Tri-State Materials Inc Attn President Or Manager Agent PO Box 555 Nuevo, CA 92567	\$1,249.39									\$1,249.39
Carlin Law Group 4452 Park Blvd #310 San Diego, CA 92116 This Claim appears to be asserting a levy against any funds that would be paid to Gotte Electric, Inc., up to \$80,140.13 (based on a judgment lien held by Carlin Law Group against Gotte Electric, Inc.). Not a claim against the Debtors. In other words, this is a duplicate of any claim held by Gotte Electric, Inc.					60	12/19/2014	\$80,140.13	\$0.00	\$0.00	\$0.00
Totals	\$18,675,794.29							\$6,841,133.39	\$167,817.15	\$201,216,574.80

Another Meridian Company, LLC

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Federal Insurance Company Wayne R Walton Esq 15 Mountainview Road Warren, NJ 07059-6711	\$1,770,817.66				3 ¹	12/4/2013	\$171,597,580.00	\$10,333,464.20	\$0.00	\$161,264,115.80
Berkley Regional Insurance Company Attn Nancy Manno Berkley Surety Group Inc 412 Mount Kemble Ave Suite 310N Morristown, NJ 07960	\$129,000.00		U		5 ²	1/29/2014	\$15,571,500.00	\$0.00	\$0.00	\$15,571,500.00
Gotte Electric Inc Attn Steven R Bangerter Esq Bangerter Sheppard PC 1300 Clay St Suite 600 Oakland, CA 94612	\$Unknown	X	X	X	6 ³		\$6,925,352.77	\$0.00	\$0.00	\$6,925,352.77
State Board of Equalization Attn Special Operations Branch MIC 55 PO Box 942879 Sacramento, CA 94279-0055	\$0.00				2 ⁴	11/22/2013	\$230.00	\$0.00	\$230.00	\$0.00

¹ 3 on Meridian Claims Register
Meridian secured amount is \$2,088,363.00, balance is unsecured.

² Claim 5 on Meridian Claims Register.

³ Claim 6 on Meridian Claims Register for \$6,925,352.77 (unsecured).

⁴ 2 on Meridian Claims Register for alleged priority claim of \$230 (based on Fire Prevention Fee)

EXHIBIT 2, PAGE 2 (Another Meridian Company LLC)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Riverside County Treasurer and Tax Collector 4080 Lemon Street 1st Floor Riverside, CA 92502	\$25,481.46				1 ⁵	11/15/2013		\$25,481.46	\$0.00	\$0.00
San Bernardino County Treasurer and Tax Collector 172 West Third Street San Bernardino, CA 92415	\$8,474.15				40 ⁶	1/27/2014	\$4,237.04	\$4,237.04	\$0.00	\$0.00
ASR Constructors, Inc. Inter Company Claim	\$1,020,981.96							\$0.00	\$0.00	\$1,020,981.96
CDC Small Business Finance Attn Marie London Liquidation Associate 1545 River Park Drive Suite 530 Sacramento, CA 95815	\$451,104.23	X					This claim was paid through the sale of the Wilson Property.	\$0.00	\$0.00	\$0.00
Zions First National Bank Attn President or Manager Agent 1 S Main Street Suite 14th Floor Salt Lake City, UT 84133-1109	\$518,213.07	X			4 ⁷	12/12/2013	\$533,275.29 This claim was paid through the sale of the Wilson Property.	\$0.00	\$0.00	\$0.00

⁵ 1 on Meridian Claims Register for \$25,481.46, for secured real property taxes related to Meridian real property located in Riverside County. The real property taxes related to the Wilson Property and the Phelan Property were paid through escrow on their respective sales.

⁶ 40 on ASR Claims Register for secured real property taxes related to the San Bernardino Property.

⁷ 4 on Meridian Claims Register for \$533,275.29

EXHIBIT 2, PAGE 3 (Another Meridian Company LLC)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Totals	\$3,924,072.53							\$10,363,182.70	\$ 230.00	\$184,781,950.53

EXHIBIT 2, PAGE 4 (Another Meridian Company LLC)

Inland Machinery, Inc.

EXHIBIT 2, PAGE 1 (Inland Machinery, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Federal Insurance Company Wayne R Walton Esq 15 Mountainview Road Warren, NJ 07059-6711	\$1,770,817.66				2 ¹	12/4/2013	\$171,597,580.00	\$1,469,421.07	\$0.00	\$170,128,158.93
Berkley Regional Insurance Company Attn Nancy Manno Berkley Surety Group Inc 412 Mount Kemble Ave Suite 310N Morristown, NJ 07960	\$129,000.00		U		4 and 5 ²	1/29/2014	\$15,571,500.00	\$0.00	\$0.00	\$15,571,500.00
Gotte Electric Inc Attn Steven R Bangerter Esq Bangerter Sheppard PC 1300 Clay St Suite 600 Oakland, CA 94612	\$Unknown	X	X	X	7 ³		\$6,925,352.77	\$0.00	\$0.00	\$6,925,352.77
State Board of Equalization Attn Special Operations Branch MIC 55 PO Box 942879 Sacramento, CA 94279-0055	\$0.00				6 ⁴	2/3/2014	\$103,656.77	\$0.00	\$103,656.77	\$0.00

¹ 2 on Inland Claims Register. Inland secured amount is \$1,469,421.07, balance is unsecured.

² Claims 4 and 5 on Inland Claims Register. Each claim amount is for \$15,571,500 and they appear to be duplicate claims.

³ Claim 7 on Inland Claims Register for \$6,925,352.77 (unsecured).

⁴ 6 on Inland Claims Register for alleged priority claim of \$103,656.77 (based on Sales and Use Tax)

EXHIBIT 2, PAGE 2 (Inland Machinery, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Riverside County Treasurer and Tax Collector 4080 Lemon Street 1st Floor Riverside, CA 92502	\$57,039.18				1 ⁵	11/15/2013	\$63,639.66	\$0.00	\$63,639.66	\$0.00
ASR Constructors, Inc. Inter Company Claim	\$181,530.24							\$0.00	\$0.00	\$181,530.24
Marc W Berry 7546 Cerrito Rojo Drive Rancho Cucamonga, CA 91730	\$185,942.89							\$0.00	\$0.00	\$185,942.89
RDO Equipment Co Attn D Hoven PO Box 7160 Fargo, ND 58106					3 ⁶	12/9/2013	\$562.61	\$0.00	\$0.00	\$562.61
Genuine Parts Company 4625 River Green Parkway Duluth, GA 30096					8 ⁷	4/14/2014	\$1,247.57	\$0.00	\$0.00	\$1,247.57

⁵ 1 on Inland Claims Register for \$63,639.66, related to business property taxes. Asserts a secured status against Inland but Assessment Detail from Tax Collector website indicates the amount owed is for unsecured taxes. County Recorder records indicate that a lien was filed by the Tax Collector after the Petition Date.

⁶ 3 on Inland Claims Register.

⁷ 8 on Inland Claims Register.

EXHIBIT 2, PAGE 3 (Inland Machinery, Inc.)

<u>Creditor Name</u>	<u>Scheduled Claim Amount</u>	<u>CONTINGENT</u>	<u>UNLIQUIDATED</u>	<u>DISPUTED</u>	<u>Filed Claim No.</u>	<u>Date Claim Filed</u>	<u>Total Filed Claim Amount</u>	<u>Secured Portion of Claim</u>	<u>Priority Portion of Claim</u>	<u>Unsecured Portion of Claim</u>
Totals	\$2,324,329.97							\$1,469,421.07	\$167,296.43	\$192,994,295.01

EXHIBIT 2, PAGE 4 (Inland Machinery, Inc.)

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **SECOND AMENDED DISCLOSURE STATEMENT FOR SECOND AMENDED CHAPTER 11 LIQUIDATING PLAN JOINTLY PROPOSED BY THE DEBTORS** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 12, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **James C Bastian** jbastian@shbllp.com *Attorney for the Debtor*
- **J Scott Bovitz** bovizt@bovitz-spitzer.com *Attorney for U.S. TelePacific Corp*
- **David Cantrell** dcantrell@lc-law-llp.com *NEF for Interested Party*
- **Peter L Duncan** peterd@psdslaw.com, theresam@psdslaw.com *Attorney for Torrey Pines Bank*
- **Jonathan J Dunn** jdunn@smtldlaw.com, aharris@smtldlaw.com;sq@smtldlaw.com *Attorney for Federal Insurance Company*
- **Helen R Frazer** hfrazier@aallrr.com *Attorney for Federal Insurance Company*
- **Margaret E Garms** margaret@parkinsonphinney.com *Attorney for Zions First National Bank*
- **Everett L Green** everett.l.green@usdoj.gov *Office of United States Trustee*
- **Eric M Heller** eric.m.heller@irsounsel.treas.gov *Attorney for the Internal Revenue Service*
- **Marilyn Klinger** Marilyn.Klinger@sedgwicklaw.com
- **Annie Tualla** annie.tualla@sedgwicklaw.com; **Joel Long** joel.long@sedgwicklaw.com; **Kevin Gilliland** kevin.gilliland@sedgwicklaw.com *Attorney for Berkley Regional Insurance Company*
- **Edward D Lodgen** EDLodgen@rkmc.com *Attorney for Insurance Company of the West*
- **Melissa Davis Lowe** mdavis@shbllp.com lverstegen@shbllp.com *Attorney for ASR Constructors Inc*
- **Byron B Mauss** efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- **Ryan D ODea** rodea@shbllp.com, sswartzell@shbllp.com *Attorney for the Debtor*
- **Joshua K Partington** efilings@amlegalgroup.com *Attorney for Gotte Electric, Inc.*
- **Ronak Patel** rpatel@co.riverside.ca.us, TLWainwright@co.riverside.ca.us *NEF for Interested Party*
- **Michael A Scherago** mscherago@landslawyers.com *NEF for Interested Party*
- **Michael A Scherago** mscherago@landslawyers.com *NEF for Interested Party*
- **Jason K Schrader** jason.K.Schrader@usdoj.gov *Office of United States Trustee*
- **Jodi Siegner** jsiegner@deconcel.com *Attorney for Carpenters Southwest Administrative Corporation; and Board of Trustees for the Carpenters Southwest Trusts*
- **Gregory H Smith** gsmith@publiccounsel.org *Attorney for Safeco Insurance Company Of America*
- **United States Trustee (RS)** ustpreregion16.rs.ecf@usdoj.gov *Office of United States Trustee*
- **David Veis** dveys@rkmc.com *Attorney for Insurance Company of The West*
- **Gilbert B Weisman** notices@becket-lee.com *Attorney for BMO Harris Bank NA*

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **May 12, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **May 12, 2015**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy - Via Messenger:

Honorable Mark D. Houle, US Bankruptcy Court, 3420 Twelfth St, Bin Outside Courtroom 303, Riverside, CA 92501

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 12, 2015
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

U.S. MAIL SERVICE LIST

NEF INTERESTED PARTY

OFFICE OF UNITED STATES TRUSTEE
3801 UNIVERSITY AVENUE
SUITE 720
RIVERSIDE, CA 92501-3200

SHAREHOLDER

REGOTTI FAMILY TRUST DATED JANUARY
12, 2005
ALAN REGOTTI AND STACEY REGOTTI
TRUSTEES
1569 CAMINO CORTO
FALLBROOK, CA 92028

SHAREHOLDER

MARC W BERRY
PATTI BERRY
7546 CERRITO ROJO DRIVE
RANCHO CUCAMONGA, CA 91730

SCHEDULE D

FEDERAL INSURANCE COMPANY
WAYNE R WALTON ESQ
15 MOUNTAINVIEW ROAD
WARREN, NJ 07059-6711

SCHEDULE D

BERKLEY REGIONAL INSURANCE
COMPANY
ATTN NANCY MANNO
BERKLEY SURETY GROUP INC
412 MOUNT KEMBLE AVE SUITE 310N
MORRISTOWN, NJ 07960

**SCHEDULE D - ADDITIONAL NOTICE FOR
BERKLEY REGIONAL INSURANCE
COMPANY**

BERKLEY REGIONAL INSURANCE
COMPANY
C/O RICHARD W TROPP
BENCHMARK CONSULTING SERVICES LLC
2 VENTURE SUITE 220
IRVINE, CA 92618

SCHEDULE D

GOTTE ELECTRIC INC
ATTN STEVEN R BANGERTER ESQ
BANGERTER SHEPPARD PC
1300 CLAY ST SUITE 600
OAKLAND, CA 94612

SCHEDULE D

INSURANCE COMPANY OF THE WEST
ATTN PRESIDENT OR MANAGER AGENT
11455 EL CAMINO REAL
SAN DIEGO, CA 92130

**SCHEDULE D - UCC NOTICE OF STATE
TAX LIEN**

EMPLOYMENT DEVELOPMENT
DEPARTMENT
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 94280-0001

SCHEDULE D

1ST ENTERPRISE BANK
ATTN PRESIDENT OR MANAGER AGENT
818 W 7TH STREET STE 220
LOS ANGELES, CA 90017-3449

**SCHEDULE E - INLAND MACHINERY, INC.
AND SCHEDULE D ANOTHER MERIDIAN
COMPANY, LLC**

RIVERSIDE COUNTY TREASURER AND
TAX COLLECTOR
4080 LEMON STREET
1ST FLOOR
RIVERSIDE, CA 92502

**SCHEDULE D ANOTHER MERIDIAN
COMPANY, LLC**

SAN BERNARDINO COUNTY TREASURER
AND
TAX COLLECTOR
172 WEST THIRD STREET
SAN BERNARDINO, CA 92415

SCHEDULE F

ALAN REGOTTI
1569 CAMINO CORTO
FALLBROOK, CA 92028

SCHEDULE F

ALCORN AIRE INC
ATTN PRESIDENT OR MANAGER AGENT
325 ROBINSON
BAKERSFIELD, CA 93305

SCHEDULE F

BORBON INC
ATTN PRESIDENT OR MANAGER AGENT
7312 WALNUT AVE
BUENA PARK, CA 90620

SCHEDULE F

CARPENTERS SOUTHWEST TRUST
CARPENTERS SOUTHWEST
ADMINISTRATIVE CORP
ATTN PRESIDENT OR MANAGER AGENT
533 S FREMONT AVE
SUITE 803
LOS ANGELES, CA 90071-1706

SCHEDULE F

CARPENTERS SOUTHWEST
ADMINISTRATIVE CORP
C/O MARGARET R GIFFORD ESQ
DECARLO AND SHANLEY APC
533 SOUTH FREMONT AVENUE, 9TH FL.
LOS ANGELES, CA 90071-1706

SCHEDULE F

ENGINEERED WALL SYSTEMS INC
ATTN PRESIDENT OR MANAGER AGENT
PO BOX 509
MAGNA, UT 84044-0509

SCHEDULE F

LEGEND THEATRICAL
ATTN PRESIDENT OR MANAGER AGENT
103 E WHISPERING PINES DRIVE
SCOTTS VALLEY, CA 95066

SCHEDULE F

LESTER & CANTRELL LLP
ATTN PRESIDENT OR MANAGER AGENT
1700 IOWA AVENUE
SUITE 200
RIVERSIDE, CA 92507

SCHEDULE F

M2 FENCING
ATTN PRESIDENT OR MANAGER AGENT
7316 TOLL DR
ROSEMEAD, CA 91770

SCHEDULE F

MACKENZIE ELECTRIC INC
ATTN PRESIDENT OR MANAGER AGENT
7933 PALM AVENUE
HIGHLAND, CA 92346

SCHEDULE F

MARC W BERRY
7546 CERRITO ROJO DRIVE
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

PERFORMANCE SYSTEMS CO
ATTN PRESIDENT OR MANAGER AGENT
14059 GARFIELD AVE SUITE B
PARAMOUNT, CA 90723

SCHEDULE F

ROGERS ANDERSON MALODY & SCOTT
LLP CPA
ATTN PRESIDENT OR MANAGER AGENT
735 E CARNEGIE DRIVE
SUITE 100
SAN BERNARDINO, CA 92408

SCHEDULE F

SAFECO INSURANCE COMPANY OF
AMERICA
C/O BOOTH MITCHEL & STRANGE
DAVID L HUGHES ESQ
GREGORY H SMITH ESQ
701 S PARKER ST
SUITE 6500
ORANGE, CA 92868-4733

SCHEDULE F

SERBAN'S SOUND
ATTN PRESIDENT OR MANAGER AGENT
312 KENTUCKY STREET
BAKERSFIELD, CA 93305-4201

SCHEDULE F

THYSSENKRUPP ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
ATTN LAURIE - ACCOUNTS RECEIVABLE
2021 130TH NE
SUITE A
BELLEVUE, WA 98005

SCHEDULE F

TN SHEET METAL INC
ATTN PRESIDENT OR MANAGER AGENT
18385 BANDILER CIRCLE
FOUNTAIN VALLEY, CA 92708

SCHEDULE F

VECTOR RESOURCES ENTERPRISE
ATTN PRESIDENT OR MANAGER AGENT
8647 NINTH STREET
RANCHO CUCAMONGA, CA 91730

SCHEDULE F

WATERWORKS INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
930 SHILOH RD, BLDG 38, SUITE D
WINDSOR, CA 95492

SCHEDULE F - ATTORNEY FOR

WATERWORKS INDUSTRIES, INC.
WATERWORKS INDUSTRIES INC
C/O LAW OFFICE OF ERIC J PHILLIPS
4115 BLACKHAWK PLAZA CIRCLE
SUITE 100
DANVILLE, CA 94506

SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
1 S MAIN STREET
SUITE 14TH FLOOR
SALT LAKE CITY, UT 84133-1109

SCHEDULE F

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
NATIONAL REAL ESTATE DEPARTMENT
PO BOX 26304
SALT LAKE CITY, UT 84126

RETURNED MAIL

**RETURNED 10/21/13; MOVED, LEFT NO
ADDRESS; UNABLE TO FORWARD
SCHEDULE F**

REAL GOODS SOLAR INC
ATTN PRESIDENT OR MANAGER AGENT
DEPT 2247
DENVER, CO 80291

**RETURNED 10/2/2013, SEE ADDRESS
FOR STEVEN R BANGERTE FROM CA
SECRETARY OF STATE
SCHEDULE D**

GOTTE ELECTRIC INC
ATTN PRESIDENT OR MANAGER AGENT
27525 ENTERPRISE CIRCLE WEST
SUITE 101-A
TEMECULA, CA 92590

**RETURNED 10/7/2013, SEE NEW ADDRESS
FROM CA SECRETARY OF STATE
SCHEDULE D - ADDITIONAL NOTICE FOR
GOTTE ELECTRIC INC**

GOTTE ELECTRIC INC
C/O STEVEN R BANGERTE ESQ
BANGERTE SHEPPARD PC
3655 TORRANCE BLVD
THIRD FLOOR
TORRANCE, CA 90503

**RETURNED 10/18/2013, UNDELIVERABLE;
SEE ADDRESS FOR COUNSEL FOR
WATERWORKS INDUSTRIES INC
SCHEDULE F**

WATERWORKS INDUSTRIES INC
ATTN PRESIDENT OR MANAGER AGENT
8733 LAKEWOOD DRIVE
SUITE 205
WINDSOR, CA 95492

**SEE UPDATED ADDRESS PER
TELEPHONE CALL 10/23/2013
SCHEDULE D - ADDITIONAL NOTICE
FOR BERKLEY REGIONAL INSURANCE
COMPANY**

BERKLEY REGIONAL INSURANCE
COMPANY
C/O RICHARD W TROPP
BENCHMARK CONSULTING SERVICES
LLC
2 VENTURE SUITE 200
IRVINE, CA 92618

**SEE UPDATED SUITE # PER TELEPHONE
CALL 11/4/2013
SCHEDULE F**

ZIONS FIRST NATIONAL BANK
ATTN PRESIDENT OR MANAGER AGENT
1 S MAIN STREET
SUITE 700
SALT LAKE CITY, UT 84133-1109

**RETURNED 12/26/2013/ 12/6/2013; SEE
ADDRESS FROM TELEPHONE CALL
12/26/2013
SCHEDULE F**

THYSSENKRUPP ELEVATOR
ATTN PRESIDENT OR MANAGER AGENT
11040 MAIN STREET
SUITE 280
BELLEVUE, WA 98006

**ATTORNEY FOR FEDERAL INSURANCE
COMPANY**

JONATHAN J DUNN ESQ
ANDREW C HARRIS ESQ
SEDWICK LLP
3 PARK PLAZA
17TH FLOOR
IRVINE, CA 92614-8540

**LETTER RECEIVED 4/22/2104 REQUESTING
TO BE REMOVED FROM THE MAILING
LIST.**

SCHEDULE F
CDC SMALL BUSINESS FINANCE
ATTN MARIE LONDON LIQUIDATION
ASSOCIATE
1545 RIVER PARK DRIVE
SUITE 530
SACRAMENTO, CA 95815

**LETTER RECEIVED 4/22/2104 REQUESTING
TO BE REMOVED FROM THE MAILING
LIST.**

SCHEDULE F
CDC SMALL BUSINESS FINANCE C/O
WELLS FARGO CORPORATE TRUST
SERVICES
ATTN PRESIDENT OR MANAGER AGENT
420 MONTGOMERY ST
SAN FRANCISCO, CA 94104

LETTER RECEIVED 4/22/2104
REQUESTING TO BE REMOVED FROM
THE MAILING LIST.
SCHEDULE F

CDC SMALL BUSINESS FINANCE C/O
WELLS FARGO CORPORATE TRUST
SERVICES
ATTN PRESIDENT OR MANAGER AGENT
NW 6441
PO BOX 1450
MINNEAPOLIS, MN 55485

LETTER RECEIVED 4/22/2104 REQUESTING
TO BE REMOVED FROM THE MAILING
LIST.
ATTORNEY FOR CDC SMALL BUSINESS
FINANCE

CDC SMALL BUSINESS FINANCE CORP
TODD E KOBERNICK ESQ
LAW OFFICES OF TODD E KOBERNICK
2448 HISTORIC DECATUR ROAD
SUITE 220
SAN DIEGO, CA 92106

NOTICE OF WITHDRAWAL OF REQUEST
FOR NOTICE RECEIVED JUNE 9, 2014
(DOCKET 282)

CLAIM FILED - ATTORNEY FOR REGENTS
OF UNIVERSITY OF CALIFORNIA
REGENTS OF UNIVERSITY OF CALIFORNIA
JOHN P BEVAN SENIOR COUNSEL
OFFICE OF THE GENERAL COUNSEL
1111 FRANKLIN STREET
8TH FLOOR
OAKLAND, CA 94607-5200

SEE UPDATED ADDRESS PER EMAIL
8/27/2014
ATTORNEY FOR FEDERAL INSURANCE
COMPANY

JONATHAN J DUNN ESQ
ANDREW C HARRIS ESQ
SEDWICK LLP
3 PARK PLAZA
17TH FLOOR
IRVINE, CA 92614-8540

SEE NEW ADDRESS
ATTORNEY FOR FEDERAL INSURANCE
COMPANY

JONATHAN J DUNN ESQ
ANDREW C HARRIS ESQ
SEDWICK LLP
3 PARK PLAZA
17TH FLOOR
IRVINE, CA 92614-8540

RETURNED 10/27/2014, SEE NEW ADDRESS
SCHEDULE F

ENGINEERED WALL SYSTEMS INC
ATTN PRESIDENT OR MANAGER AGENT
5591 WEST LEO PARK ROAD
WEST JORDAN, UT 84081